



ORIGINAL

NEW APPLICATION

Arizona Department of Transportation

Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213



0000123752

Janice K. Brewer
Governor

John S. Halikowski
Director

February 22, 2011

Floyd Roehrich Jr.
State Engineer

Arizona Corporation Commission

DOCKETED

FEB 28 2011

DOCKETED BY	nr
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Arizona Corporation Commission
Office of Railroad Safety
Attn: Chris Watson
1200 W Washington Street
Phoenix, AZ 85007

RE: Application to install a new grade separated crossing and remove an existing public at-grade crossing

Project: Ruthrauff-Prince Road Widening

Location: Prince Road Overpass

Federal Project # IM-STP-010-D(013)N

ADOT Tracs # 010 PM 252 H6241

Remove crossing AAR/DOT # 741 105 J

Install new overpass crossing AAR/DOT # 412 487 A

RR-03639A-11-0093

AZ CORP COMMISSION
DOCKET CONTROL

2011 FEB 28 A 11:36

RECEIVED

Mr. Watson,

This application is being submitted to allow the Arizona Department of Transportation (ADOT) to construct and maintain a new grade separated structure and to allow the Union Pacific Railroad (UPRR) to remove an existing at-grade public crossing in the city of Tucson, Arizona.

1. Project Location and Description

The Prince Road traffic overpass will be located approximately 200 feet Southeast of the existing Prince Road at-grade crossing, AAR/DOT# 741 105 J. This is part of the Interstate 10, Ruthrauff-Prince road improvement project. The entire project is located in Tucson, Arizona.

The project consists of rebuilding Interstate 10 from just East of Ruthrauff Road to just East of Prince road. As part of this project, the Interstate will be lowered to ground level, widened to 8 lanes and paved with concrete. This will also include raising Prince Road to go over both Interstate 10 and the Union Pacific right of way. Additional improvements will be done to Prince Road outside of the Union Pacific Railroad right-of-way, including drainage improvements thru UPRR and ADOT right of way.

Price Road will be transformed from its current 4 lane configuration to a 7 lane configuration with median and sidewalks. The final configuration will allow for the removal of the existing at-grade crossing, and still allow access to/from Interstate 10.

The Existing at-grade crossing is under the jurisdiction of the City of Tucson, but will be transferred to ADOT in the near future. A City resolution in support of removing the at-grade

crossing was obtained and included in the end of the enclosed ADOT-UPRR Construction & Maintenance Agreement.

The entire project is anticipated to be advertised by the Summer of 2011, with construction starting in the fall/winter of 2011. Construction is anticipated to take 24 months. Prince road will be closed to the general public early in the construction. The at-grade crossing may be used by Contractor traffic until the new overpass is complete.

Because of this, ADOT is asking that the UPRR be allowed a minimum of 30 months after issuing the order to remove the at-grade crossing.

A project website is available. The website is: <http://www.i10tucsondistrict.com/rtop.html>

2. Why the crossing is needed

A study was completed in the 1990s to improve the Interstate 10 from Tangarine Road to Interstate 19 . This project was started in early 2000 and included grade separation of Prince road from Interstate 10 and the Union Pacific Railroad. No copies of the studies or early project scoping were available.

3. Construction Phasing

Construction is expected to start by the Winter of 2011. Prince road will be closed to the general traffic early in the project. The overpass will be constructed in the first year of the project. Construction traffic may continue to use the at-grade crossing until the overpass is completed. Once the overpass is completed and in service, the at-grade crossing can be removed. Our contractor will coordinate with the UPRR to use the crossing.

4. Maintenance of the grade separated overpass

ADOT will be responsible for constructing and maintaining the Prince Road overpass over the UPRR tracks. UPRR will be responsible for removing the at-grade crossing and maintaining their infrastructure.

5. Project Funding

The project is funded by the Federal Highway Administration, the City of Tucson, Pima Association of Government and ADOT.

Per 23 CFR 646.210, this project will also involve funding from the UPRR as the at-grade crossing is being removed and Federal funds are being used.

This project will be advertised in the Summer of 2011 and is estimated to cost \$115 Million with the Prince Road overpass over the UPRR estimated to cost \$5.1 Million. This cost does not include the interchange between Prince Road and Interstate 10.

The Railroad portion of this cost is approximately \$230,464 to relocate signal lines and \$86,074 for removal of the Prince Road crossing and project inspection. UPRR is contributing \$668,178 to the project.

6. Other information (based on typical Staff Data Requests):

CW1-1 ADT: 2004 ADT is reported as 24,008.

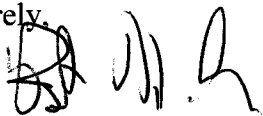
CW1-2 Intersection LOS: Unknown what the current LOS is

- CW1-3 Past Traffic Studies: A corridor study for improving I-10 from Tangarine Road to I-19 was performed in the 1990s. No copy of the corridor study was available.
- CW1-4 Population: 2009 estimated population of Tucson is 543,910 persons
- CW1-5 Existing Railroad Safety Devices: Prince Road at-grade crossing is currently protected by flashing lights and gates, cantilevered flashing lights and a roadway pre-signal for the Southbound lanes.
- CW1-6 Adjacent Public Crossings: The nearest public crossings of the UPRR is Ruthrauff Road (DOT # 741 104 C), approximately 2 miles to the NW and is at-grade. Miracle Mile Road(DOT # 741 107 X), approximately 1 miles SE and is grade separated.
- CW1-7 Grade Separation Study: Project called for grade separating Prince road from the I-10 and UPRR.
- CW1-8 Grade Separation Cost: Cost of Entire project provided above.
- CW1-9 Surrounding Zoning: Surrounding area is zoned for Industrial-1 to the West and East. An area to the Southeast of the crossing is zoned for a RV Park.
- CW1-10 Existing Train Movements: Per FRA website based on 1994 information, 25 freight and 2 passenger trains per day. UPRR expects 84 trains per day by 2016. All train movements are thru movements.
- CW1-11 Nearest Schools: Crossing is in the Flowing Wells Wash Unified School District. East Flowing Wells High School is located approximately 1 mile East of the crossing (3275 N. Flowing Wells Wash Road). Walter Douglas Elementary School is located approximately 1 mile Southeast of the crossing (3302 N Flowing Wells Wash Road)

Per discussion with Mr. Lewis Carloss, Director of Transportation 10 buses use this crossing each day with 8 of them including students. Mr. Lewis can be reached at (520) 696-8870/ carloss@flowingwells.k12.az.us.

- CW1-12 Nearest Hospitals: Tucson Heart Hospital is located 6 miles NE of this crossing. Their address is 4888 N Stone. St. Mary Hospital is located 4.5 miles South of this crossing with an address of 1601 St. Mary Road.
- CW1-13 Railroad Costs: UPRR costs are detailed above.
- CW1-14 Hazardous Materials traffic: It is not known how much hazardous materials traffic uses the existing crossing each day.
- CW1-15 Speed Limit: Prince Road has a posted speed limit of 45 mph.
- CW1-16 Other bus use: Unknown.
- CW1-17 Abandoned Railroad Spurs: Unknown if railroad spurs have been removed within a 10 mile radius.
- CW1-18 Summary of FHWA grade separation guidelines: Does not apply. This crossing will be grade separated.
- CW1-19 Expected traffic delay due to train traffic: Does not apply. This crossing will be grade separated.

Sincerely,




Robert Travis, PE
State Railroad Liaison
Arizona Department of Transportation
205 S 17th Ave, Room 357
MD 618E
Phoenix, AZ 85007
602-712-6193 602-712-3229 fax
rtravis@azdot.gov

enc

cc: Jim Rossi, City of Tucson
Marcel Benberou, ADOT
Alexander Popovici, Union Pacific Railroad
Steven Wilson, Arizona DOT
file



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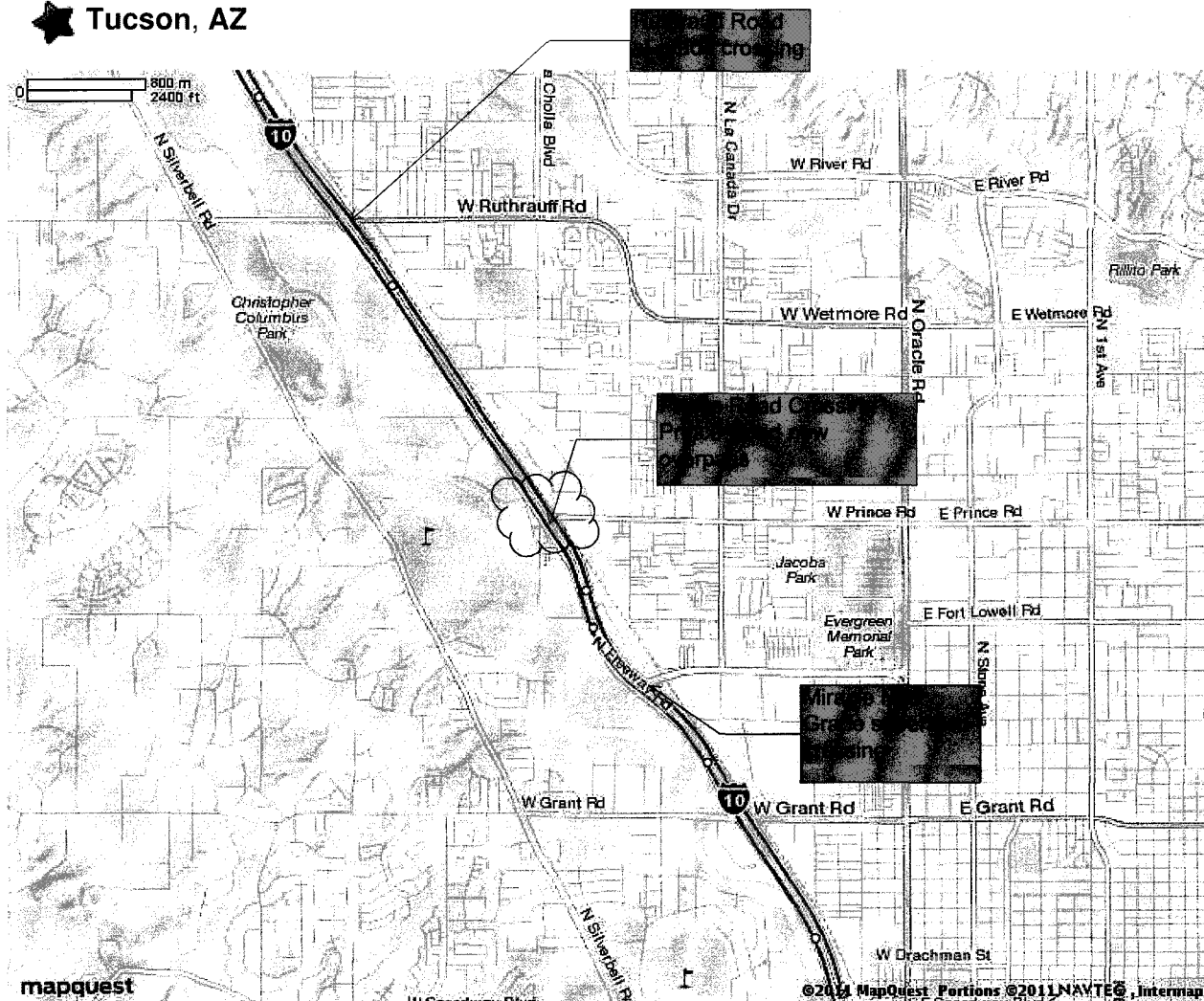
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★ Tucson, AZ



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 **infogroup**

CADA REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	1	1010-D-0006	793	793	
DATE: 010 PM 252					

Data Table	
Bearing	Length
① N72°25'16"E	103.78'
② S35°48'21"W	220.96'
③ S72°28'16"W	103.96'
④ N35°45'20"W	220.03'

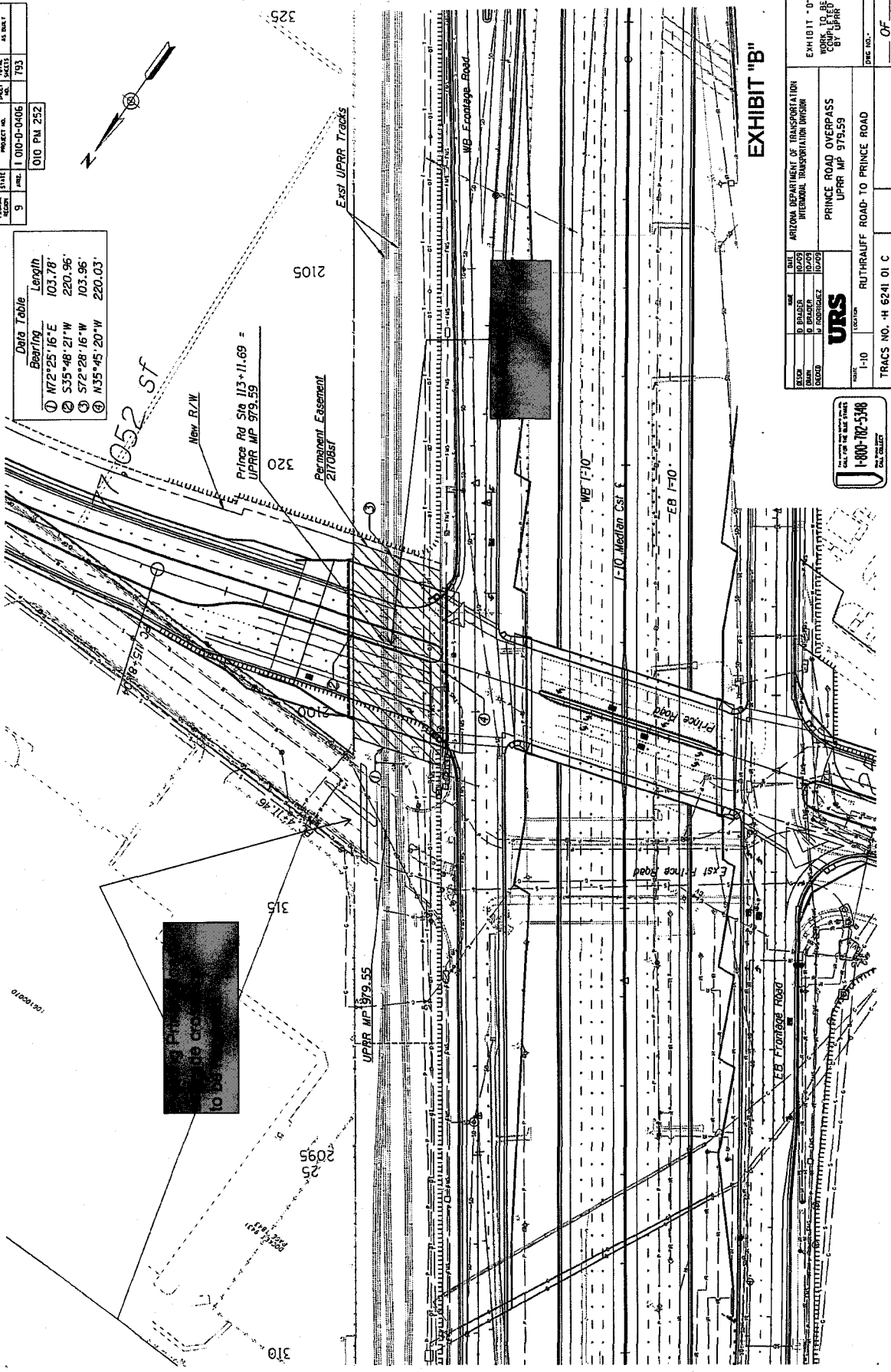


EXHIBIT "B"

ARIZONA DEPARTMENT OF TRANSPORTATION INTERNAL TRANSPORTATION DIVISION	
DESIGNER D. BRADY	DATE 10/09
CHECKER J. RODRIGUEZ	DATE 10/09
PROJECT PRINCE ROAD OVERPASS UPRR MP 979.59	
LOCATION RUTHRAUFF ROAD-TO PRINCE ROAD	
TRACS NO. H 6241 01 C	
DRAWING NO. OF	

1-800-702-5348
CALL FOR THE LATEST RELEASED

BY: jay.cheng

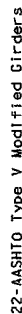
PLOT DATE: 10/13/2009 8:53:15 AM

DESIGN FILE: P:\0001\23443181\Gadd\UPRR\Exhibit B.DGN

Exhibit B.DGN 10/13/2009 8:53:15 AM

010 PM 252

1. Any shoring system that impacts the Railroad's operation and/or supports the Railroad's operation shall be designed and constructed per Railroad Guidelines for Temporary Shoring.
2. All demolition within the Railroad's right-of-way and/or demolition that may impact the Railroad's tracks or operations shall comply with the Railroad's Demolition requirements.
3. Erection over the Railroad's track shall be planned such that it enables the tracks to remain open to traffic per Railroad requirements.
4. The elevation of the existing top-of-rail profile shall be verified throughout the length of the Railroad. All discrepancies shall be brought to the attention of the Railroad prior to construction.
5. The proposed grade separation project shall change the quantity and/or characteristics of the flow in the Railroad ditches and/or drainage structures.
6. The contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad prior to beginning any grading of the project site.
7. For Railroad coordination refer to the Railroad's Coordination of the Project as part of the Specifications or Special Provisions of the project.
8. Temporary Construction Clearances, including falsework clearances, shall comply with Figure 100-10.1.



PROFILE VIEW
New Prince Roll-Overpass
DOT 413-487-A

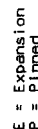


FIGURE 1

MINIMUM CONSTRUCTION
CLEARANCE ENVELOPE
(Normal To Rail Road)

1-10	APR 21	254.34	2896	11/26/2004	MC POTT	OIL	TRACS NO. 6241	OIL
DESIGN	D. PERROTTI	E. CLARK	4/10/08	CHECKED	4/10/08	PRINCE RD STA 113+ UPPER OVERPASS TYPICAL & LONGITUDINAL SECTIONS	RUTHRAUFF ROAD TO PRINCE ROAD	010 PM 252
DESIGN	D. PERROTTI	E. CLARK	4/10/08	CHECKED	4/10/08	PRINCE RD STA 113+ UPPER OVERPASS TYPICAL & LONGITUDINAL SECTIONS	RUTHRAUFF ROAD TO PRINCE ROAD	010 PM 252
DESIGN	D. PERROTTI	E. CLARK	4/10/08	CHECKED	4/10/08	PRINCE RD STA 113+ UPPER OVERPASS TYPICAL & LONGITUDINAL SECTIONS	RUTHRAUFF ROAD TO PRINCE ROAD	010 PM 252

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Date: 4/3/2008 1:56:03 PM

ARIZONA DEPARTMENT OF TRANSPORTATION

UTILITY AND RAILROAD ENGINEERING SECTION

RAILROAD AGREEMENT

BETWEEN

**THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION**

AND

UNION PACIFIC RAILROAD COMPANY

AGREEMENT NO. 3068-08-UPRR
CONSTRUCTION TRACS NO. 010 PM 252 H6241 01U
CONSTRUCTION PROJECT NO. IM-STP-010-D(013)N
FEDERAL AID PROJECT NO. IM-STP-010-D(013)A
HIGHWAY: CASA GRANDE – TUCSON HIGHWAY
LOCATION: RUTHRAUFF TO PRINCE ROAD
UPRR MP 979.59 ON GILA SUBDIVISION
NEW STRUCTURE AAR/DOT # 412 487 A
REMOVAL OF CROSSING AAR/DOT # 741 105 J
RAIL MILE 979.55 ON GILA SUBDIVISION
UPRR FOLDER NO. 2593-74

ADOT ORIGINAL

INDEX

<u>Section</u>	<u>Page</u>
PREAMBLE RECITALS.....	3
ARTICLE I - DEFINITIONS	2
ARTICLE II – UPRR DECLARATIONS.....	4
ARTICLE III – STATE DECLARATIONS	6
ARTICLE IV– UPRR AND STATE DECLARATIONS	10
SIGNATURE & NOTARY PUBLIC PAGES	15

Exhibit A	Summary Of Costs To Be Paid By ADOT Thru This AGREEMENT
Exhibit A-1	Plan Of Work To Be Completed By UPRR
Exhibit A-2	UPRR Cost Estimates
Exhibit B	Easement Drawings
Exhibit B-1	Detail of Aerial and Footing Permanent Easement
Exhibit B-2&3	Detail tying in Easements to section corners
Exhibit B-4	Temporary Easement for Prince Road
Exhibit B-5	Temporary Easement details for Prince Road and Sewer installation
Exhibit C	Legal Description
Exhibit C-1	Legal Description for Parcel 1 (aerial easement)
Exhibit C-2	legal Description for Parcel 2 (east footing easement)
Exhibit C-3	Legal Description for Parcel 3 (west footing easement)
Exhibit D	Form Of The Highway Grant From UPRR To STATE
Exhibit E-1	Plan view Of The STRUCTURE
Exhibit E-2	Profile view Of The STRUCTURE
Exhibit F	Print Showing Theoretical Structure
Exhibit G	UPRR Cost Share Estimate
Exhibit H	UPRR Minimum Construction Requirements
Exhibit I	Existing Crossing Removal Notification

THIS AGREEMENT made this 6th day of October, 2010, between the UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, hereinafter called, "UPRR", and the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "STATE".

PREAMBLE RECITALS:

- A. UPRR owns and operates a line of railroad known as its Gila Subdivision in and through the County of Pima, near the City of Tucson, Arizona.
- B. STATE proposes to construct a new Highway Overpass STRUCTURE (as defined below), approximately 200 feet SouthEast of the existing crossing at I-10 mile post 254.35 . STRUCTURE will be located near UPRR milepost 979.59 and have an AAR/DOT# 412 487 A. PROJECT will also remove and permanently close the CROSSING as defined below. The parties hereto desire to express in writing their understanding and agreement with respect to responsibilities for the construction and maintenance of the STRUCTURE and facilities affected by the PROJECT and pursuant to which the connecting roadways and other improvements are to be constructed and maintained, and the permanent closure of the CROSSING.
- C. The plan and profile of the STRUCTURE are marked as **Exhibit E**.
- D. All lettered exhibits are incorporated and made a part of this AGREEMENT by reference and attachment regardless of designation or alphabetical order.

AGREEMENT:

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I

DEFINITIONS:

- A. AGREEMENT means this specific AGREEMENT with all attached exhibits together with all attachments incorporated by reference. The STATE AGREEMENT NUMBER for this PROJECT is 3068-08-UPRR.
- B. CONSTRUCTION PROJECT NUMBER means the roadway construction project number utilized for STATE's construction project, IM-STP-010-D(013)N.
- C. CONSTRUCTION TRACS NUMBER means STATE's utility relocation accounting number utilized for UPRR's relocation work, which is 010 PM 240 H5838 01U.
- D. CONTROLLED ACCESS means locations where owners or occupants of abutting lands and other persons have no legal right of access, e.g., freeway lanes and freeway ramps.

- E. **COST ACCUMULATION NUMBER** means a unique UPRR cost accrual number of all costs incurred by UPRR in connection with RAILROAD WORK performed by UPRR in connection with the PROJECT.
- F. **CROSSING** means the existing at-grade public road crossing for Prince Road located approximately 200 feet Northwest of the proposed STRUCTURE at UPRR Milepost 979.55, AAR/DOT # 741 105 J
- G. **EMERGENCY WORK** by UPRR means work of an immediate nature required to maintain the integrity of rail service, restore railroad operations or for the protection of persons or UPRR property.
- H. **FEDERAL AID NUMBER** means the utility relocation project number utilized for STATES's construction project which is IM-STP-010-D(013)N.
- I. **ORIGINAL EASEMENT AGREEMENT** means STATE Agreement 263-65-RR, also referenced as RAILROAD Agreement 123999 executed on December 22, 1965 allowing for the installation of the CROSSING.
- J. **PLANS** means (i) the final one hundred percent (100%) completed PROJECT plans and specifications affecting and pertaining to UPRR tracks and right of way prepared by STATE and identified with STATE's CONSTRUCTION PROJECT NUMBER that have been approved, as to UPRR involvement activity, in writing by UPRR's Assistant Vice President Engineering-Design, or his authorized representative and (ii) UPRR's Minimum Construction Requirements (see **Exhibit H**).
- K. **PROJECT** means all work of every kind and character required in connection with all construction of the Prince Road Traffic Interchange (T.I.) where it crosses over UPRR railroad facilities. The PROJECT includes, but is not limited to, any and all roadway improvements, changes to railroad safety devices and appurtenances, communication lines, signal and electrical lines and appurtenances, grading, both temporary and permanent drainage facilities, irrigation facilities, signing and striping, modification to utilities, right of way acquisition, preliminary and construction engineering, contract preparation, cuts, fills, highway pavement, retaining walls and all highway facilities at the locations shown on STATE's PROJECT PLANS and specifications included herein by reference only.
- L. **RAILROAD WORK** means the work to be performed by UPRR, at STATE's or STATE'S CONTRACTOR'S expense, which is described in the **Exhibit A**. The RAILROAD WORK shall include any work performed by UPRR or its contractors and agents, including, without limitation, any pre-engineering or preliminary review of Plans, engineering, management, administration, design, review or preparation of plans and specifications, inspection and construction labor, materials and equipment as set forth in the AGREEMENT, including approved changes in scope. Work for flagging protection shall be billed directly to STATE's Contractor who will apply for right of entry as directed in the PROJECT PLANS. For this PROJECT, the RAILROAD WORK involves flagging, preliminary review of Plans, PROJECT inspection, removal of CROSSING upon completion of STRUCTURE, and undergrounding existing communication line.
- M. **STRUCTURE** means the new Prince Road T.I. that will carry vehicular traffic over UPRR's trackage and right of way at UPRR Milepost 979.59 on UPRR's Gila

Subdivision and will be identified by AAR/DOT # 412 487 A. The design will be detailed in the PLANS.

- N. WORK means the work to be performed by STATE's Contractor and agents within UPRR's right of way in accordance with the PROJECT PLANS. WORK shall include engineering, management, administration, design, and construction labor, including approved changes in scope.
- O. WORK ORDER NUMBER means a unique UPRR cost accrual number of all costs incurred by UPRR in connection with RAILROAD WORK performed by UPRR in connection with the PROJECT.

ARTICLE II

IN CONSIDERATION of the covenants of STATE hereinafter set forth, and the faithful performance thereof, UPRR, at STATE's expense, agrees as follows:

1. For and in consideration of a one-time total amount of seventy Four Thousand and Eighty Three dollars (\$74,083) to be paid by STATE to UPRR upon the execution and delivery of this Agreement, UPRR shall execute and deliver to STATE a Highway Grant in the form marked **Exhibit D**, whereby UPRR hereby grants to STATE the right to construct, use, maintain, repair, renew and reconstruct the STRUCTURE over the portions of UPRR's property shown and described in the legal descriptions marked **EXHIBIT C**.
2. For and in consideration of a one-time amount of Fifty Four Thousand Three Hundred Sixty One Dollars (\$54,361.00), which includes a \$1,000.00 Administrative Fee, to be paid by STATE to UPRR upon the execution and delivery of this Agreement, UPRR hereby grants to STATE the right to temporary use for temporary construction purposes for a period of twenty four (24) months from the last date of signing of this AGREEMENT or until STATE's completion of the PROJECT, whichever occurs first, the temporary construction easement area shown and marked on **Exhibit B-5**. The temporary rights granted herein are subject to the terms and conditions contained herein and to all prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect such property, whether recorded or unrecorded, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof. The temporary rights granted herein are also made subject to the prior and continuing right and obligation of UPRR, its successors and assigns, to use all of such property in the performance of its duty as a common carrier, and there is reserved unto UPRR, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair, use and operate existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along such property and UPRR may also move equipment of all types on, along and over such area.
3. To furnish the RAILROAD WORK with its own employees working under Railroad Labor Agreements or by contractor(s), if necessary. STATE shall reimburse UPRR for any Railroad Work on an actual cost basis in accordance with **EXHIBIT A**. UPRR estimates its daily flagging rate could be approximately One Thousand Dollars

(\$1000.00) per ten (10) hour day. UPRR will bill actual flagging costs based on its current flagging rates when the flagging is performed. The furnishing of such watchmen and flaggers shall be as necessary for the safety of UPRR's property and the operation of its trains during construction of the PROJECT. Payment for flagging protection will be made directly by STATE's Contractor to UPRR based on invoices to STATE's Contractor for actual work specific for flagging protection.

Construction of the PROJECT shall include the following RAILROAD WORK by UPRR.

- (a) Preliminary engineering, plan review, PROJECT inspection
 - (b) Removal of the CROSSING
 - (c) Relocation of existing overhead communication line to underground conduit
4. If construction of the PROJECT has not commenced within three (3) years from the date of this AGREEMENT, the Highway Grant shall be rescinded and released by STATE executing and delivering to UPRR a Release and Quitclaim in recordable form. The AGREEMENT will terminate and become null and void and the \$128,444 paid by STATE for said rights shall be returned to STATE by UPRR.
5. UPRR may submit to STATE's Contractor monthly invoices for actual flagging costs and submit to STATE monthly itemized invoices for preliminary engineering review of the PLANS and PROJECT inspection notwithstanding the fact that UPRR's preliminary engineering review has preceded the date of this Agreement. Except for the final invoice, monthly invoices shall only be submitted for costs of Five Hundred Dollars (\$500.00) or more. STATE or its Contractor shall provide written notice to the person named in Article IV, section 27, that flagging services are no longer needed. This notice shall be provided to UPRR at least five (5) days in advance of when flagging services are no longer required. UPRR shall, within one hundred and twenty (120) days after receiving such written notice from the STATE or its contractor, submit to STATE's Contractor detailed invoices covering the actual cost of all flagging. STATE or its Contractor shall also provide written notice to the UPRR person named in Article IV, Section 27, that all work on or above UPRR's Right of Way is complete. UPRR shall then, within one hundred and twenty (120) days after receiving such notice, submit to STATE a detailed invoice covering the actual cost of performing any RAILROAD WORK, as described in Article II, Paragraph 2, including applicable taxes and standard UPRR direct and indirect overhead labor additives and subcontracting administration charges. Invoices shall include a detailed cost run summary, the appropriate AGREEMENT number, CONSTRUCTION TRACS NUMBER, and COST ACCUMULATION NUMBER OR WORK ORDER NUMBER, and shall be labeled as "Progress Invoice" or "Final Invoice", as the case may be. Final invoice will be accompanied by a detailed cost run summary. Costs shall be accumulated and invoiced in accordance with the Federal Aid Policy Guide as contained in 23 CFR 140, subpart I and 23 CFR 646, subparts A and B, which regulations are incorporated into this AGREEMENT by reference.
6. UPRR agrees to coordinate with STATE's Contractor with respect to construction schedule and work-related items for the safe and effective progress of the RAILROAD WORK. When UPRR receives an "Application For Right Of Entry" from STATE's Contractor, UPRR shall begin a dialog with STATE's Contractor to mutually

schedule and coordinate their respective work. STATE's Contractor and representatives of UPRR shall meet, or communicate, on a monthly basis to review the WORK and RAILROAD WORK completed to date and together schedule future work items. UPRR shall make commercially reasonable efforts to commit labor and materials necessary to respond within thirty (30) days to work activities identified by STATE's Contractor to be initiated by UPRR; however, UPRR shall have no liability to STATE, STATE's Contractor or any other person or entity, if UPRR does not complete the RAILROAD WORK within such anticipated time frame.

7. UPRR shall be given progress copies of STATE's design plans at the 30%, 60% and 95% level along with a copy of the final PS&E submittal by STATE's Consultant. UPRR shall review such plans and provide to STATE the changes that are needed with regard to UPRR facilities. If, after review of the final PS&E submittal, UPRR sees no significant changes affecting UPRR facilities from the previous submissions UPRR shall signify by letter, addressed to STATE (see Article IV, paragraph 27), its approval of the design PLANS as to the impacts to UPRR facilities.
8. STATE confirms that all portions of the STRUCTURE that are the subject matter of this Agreement are located on UPRR's railroad right of way. STATE shall have the right to request that UPRR's Contractor, who is working or acting in an incompetent, negligent or unsafe manner while located on STATE's right of way beyond the boundaries of UPRR's railroad right of way ("Non-UPRR ROW") be removed from the Non-UPRR ROW. In the event that UPRR's Contractor elects not to honor such request, then STATE may stop such work or activity on the "Non-UPRR ROW" until the matter has been resolved to STATE's satisfaction. In the event that UPRR's Contractor elects not to honor such stop work or stop conduct request, STATE may stop the incompetent, negligent, or unsafe work or conduct occurring on the Non-UPRR ROW until the matter has been fully resolved to STATE's satisfaction. Before STATE takes action to stop work or conduct on Non-UPRR ROW, the matter will be resolved through STATE's Engineer (if the problem occurs during the initial construction of STATE's structure) or through STATE's District Maintenance Engineer (if the problem occurs after initial construction.) STATE will make the final decision on matters involving Non-UPRR ROW. For work or conduct performed by UPRR's contractors on Non-UPRR ROW, UPRR's Contractor shall notify STATE's District Maintenance Engineer. For work performed by UPRR's Contractors on Non-UPRR ROW, UPRR's contractors shall obtain any necessary government permit(s) required for work on Non-UPRR ROW from State's District Permit Officer. The term UPRR's contractor includes the employees and subcontractors of UPRR's Contractor.

ARTICLE III

IN CONSIDERATION of the covenants of UPRR herein set forth and the faithful performance thereof, STATE, at its expense, agrees as follows:

1. To provide to UPRR the design PLANS as set forth in Article II, paragraph 7. A copy of the final PLANS are hereby adopted and incorporated into this AGREEMENT by reference. STATE agrees that neither it nor its Contractor shall commence any PROJECT work on any UPRR right of way until it has received UPRR's written approval of the PLANS. Notwithstanding UPRR's approval of the

PLANS, UPRR shall not be responsible for the design, details, permitting or construction of the STRUCTURE.

2. To make application to the Arizona Corporation Commission for an order authorizing construction of the PROJECT together with a copy of this AGREEMENT.
3. To make any and all arrangements to secure the location, or relocation, of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities, other than UPRR, which may be found necessary to locate, or relocate, in any manner whatsoever due to the construction of the PROJECT. UPRR shall work closely with STATE design personnel to identify points of conflict between new UPRR facilities and existing utility facilities.
4. To reimburse UPRR for work of an emergency nature caused by STATE or STATE's Contractor, in connection with the PROJECT that UPRR deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or UPRR property. Such work may be performed by UPRR without prior approval of STATE; however, STATE reserves the right to review the cause of said work to determine payment responsibilities. If the parties cannot agree on the responsible party for damages, the matter will be resolved through compromise, arbitration or adjudication. Pursuant to A.R.S. Section 12-1518, the parties shall use arbitration, after exhausting applicable administrative remedies, to resolve disputes arising out of this AGREEMENT where the sole relief sought is monetary damages of \$100,000.00, or less, exclusive of interest and costs.
5. To furnish all labor, materials, tools and equipment in performing the WORK and constructing the STRUCTURE in conformance with the PLANS to be performed by STATE as hereafter provided. Construction with respect to said PROJECT shall be undertaken by the STATE's Contractor and shall be performed in a manner as to not interfere with the safe and timely operations of UPRR's locomotives, trains, cars and on-track maintenance equipment or other UPRR tracks or facilities.
6. To incorporate in each prime contract for construction of the PROJECT, or the specifications therefore, the provisions set forth in this Article II, paragraph 4, in Article III, paragraphs 3, 5, 8, 9, 10, 11, and 12, and in Article IV, paragraphs 4, 5, 7 and 8, and the provisions set forth in the Right of Entry documents, attached hereto by reference.
7. To require its Contractor(s) to notify UPRR's Manager of Track Maintenance, or designated representative at least thirty (30) calendar days in advance of commencing work on UPRR property or near UPRR's tracks, when requesting a UPRR flagger, in accordance with the requirements of the Right of Entry documents, in order to protect UPRR from damage or interference to UPRR's trains and property.
8. To require its Contractor(s) to coordinate their work each day with UPRR's operations, prior to commencing any construction activity that may affect UPRR operations, by contacting UPRR's Manager of Track Maintenance.
9. To require its Contractor(s) to furnish UPRR's Manager-Structure Design (through UPRR's Manager – Industry and Public Projects), for approval, five (5) copies of

plans and two (2) sets of calculations for any falsework, shoring or cribbing proposed to be used over, under, or adjacent to UPRR's tracks. The use of such false work, shoring or cribbing shall conform to the standard clearances required by the Commission, or UPRR, whichever is more stringent. In case the use of such shoring will impair said clearance, STATE will ensure that application is made to the Commission for approval of such impairment during the period of construction of the PROJECT. State shall ensure that it or its Contractor(s) provide such material to UPRR for approval at least thirty (30) days in advance of when the State or its contractor(s) need such approval.

10. To ensure that all existing UPRR maintenance roadways will remain open at all times during construction.
11. To include the following provisions in its contract with any Contractor performing WORK on said PROJECT:
 - a. Fiber optic cable systems owned by various telecommunication companies may cross or run parallel in UPRR's rail corridor. As provided in UPRR Contractor's Right of Entry Agreement, the Contractor shall be responsible to contact UPRR and/or the telecommunications companies to determine whether there are any fiber optic cable systems located within the PROJECT boundaries that could be damaged, or their service disrupted, due to the construction of the PROJECT. The Contractor shall also pothole all lines, either shown on the PLANS or marked in the field, in order to verify their locations. The Contractor shall also use all reasonable methods when working in the UPRR rail corridor to determine if any other fiber optic lines may exist.
 - b. Failure to notify, pothole or identify these lines shall be sufficient cause for STATE's Engineer to stop construction at no cost to STATE or UPRR until these items are completed. Costs for repairs and loss of revenues and profits due to damage to these facilities through negligent acts by the Contractor shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold STATE and UPRR harmless against and from all cost, liability and expense arising out of, or in any way attributed to, these negligent acts of the Contractor.
 - c. The telecommunication companies, at STATE'S expense, if prior rights are demonstrated, shall be responsible for the rearrangement of any facilities determined to interfere with the construction. The Contractor shall cooperate fully with any company performing these rearrangements.
 - d. All work performed within the limits of UPRR's right of way shall be performed in a good and workmanlike manner, and in accordance with the PLANS. Any changes to the PLANS affecting any part of UPRR's right of way and operations including, but not limited to, clearances, additional excavations and drainage must have the prior written approval of UPRR.
 - e. No work, including the construction of this PROJECT and/or any subsequent maintenance, shall be commenced within UPRR's right of way until each of the prime Contractors employed by STATE in connection with said WORK shall have executed and delivered to UPRR the Contractor's Right of Entry documents and secured UPRR's approval of the required insurance and endorsements. Work by STATE's personnel shall follow guidelines established in Article IV, paragraph

11. Each prime contractor shall confirm in writing to STATE and UPRR that it is liable for all acts or omissions of its subcontractors and that all insurance carried by the prime contractor covers the acts and omissions of its subcontractors, as specified in the Contractor's Right Of Entry documents.
- f. If STATE's Contractor defaults on its obligation under its contract with STATE for any reason, its replacement contractor shall be responsible to comply with all related obligations to UPRR, as contained in the original contract between STATE and the previous Contractor.
- g. That UPRR shall have the right to request that any STATE Contractor, or any employee of a Contractor, who performs work within UPRR's right of way and which affects UPRR's operations or facilities, be removed from UPRR right of way for incompetence, neglect of duty, unsafe conduct or misconduct. In the event STATE or its Contractor elects not to honor such request, UPRR may stop work within its right of way until the matter has been fully resolved to UPRR's satisfaction. Before such action is taken the matter will be resolved through the UPRR Manager of Track Maintenance, or designated representative, if the problem occurs during the initial construction or during a subsequent maintenance effort. UPRR shall make the final decision on this matter.
- h. STATE's agents, contractors, representatives and invitees shall comply with the safety requirements set forth in UPRR's Contractor's Right of Entry Agreement.
12. To supervise, at its expense, the operations of all STATE's Contractors through the use of inspectors who are qualified to inspect the type of work being performed. Furthermore, if at any time during construction, UPRR discovers that any STATE inspection personnel are not properly inspecting the construction of UPRR facilities, UPRR shall have the right to request STATE to arrange for the immediate replacement of the inspection personnel who are not performing proper inspections. The responsibility of STATE for safe conduct and adequate policing and supervision of the PROJECT shall not be lessened or otherwise affected by UPRR's approval of the PLANS or by UPRR's collaboration in performance of any work, or by the presence at the work site of UPRR's representatives, or by compliance by STATE with any requests or recommendations made by such representatives. If a representative of UPRR is assigned to the PROJECT, STATE will give due consideration to suggestions and recommendations made by such representative for the safety and protection of UPRR's property and operations.
13. To allow UPRR, if necessary, to temporarily suspend RAILROAD WORK activity on the PROJECT to attend to work of an emergency nature elsewhere in the region. UPRR will not be subject to penalties as a result of such delays. Despite any such delay, UPRR shall work as expeditiously as possible under the circumstances to complete the RAILROAD WORK.
14. To pay UPRR for any flagging invoices not paid by any STATE contractors within ninety (90) days of its receipt of billing, subject to STATE review of construction accounts to prevent double billing.
15. To allow UPRR to include a charge, at the time of billing, equal to the amount allowed by 23 CFR 140 Subpart I, to cover the cost of labor additives and other benefits identified in the Federal audit of UPRR charges and fees currently

approved. Such charge shall be considered a portion of the actual cost of the RAILROAD WORK. STATE acknowledges that it can elect, under 23 CFR 140 Subpart I, to reimburse UPRR for all indirect overhead labor and construction costs, using UPRR's standard additive rates, and STATE agrees to do so.

ARTICLE IV

IN CONSIDERATION of the premises, the parties mutually agree as follows:

1. That all WORK contemplated in this AGREEMENT shall be performed in a good and workmanlike manner in accordance with the PLANS. Each portion shall be promptly commenced by the parties hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes, or modifications, during construction that affect the RAILROAD WORK obligated by UPRR shall be agreed to by both parties in writing and attached as an addendum to this AGREEMENT.
2. That such WORK as defined in the PLANS, specifications and this AGREEMENT is subject to the Commission's approval, with minimum clearances of not less than those specified by the Arizona Corporation Commission, or as otherwise authorized by the Arizona Corporation Commission for UPRR's tracks at this location. It is expressly understood and agreed that STATE's Contractor shall store all construction material and equipment off of UPRR's right of way and when performing any work on any UPRR right of way such materials and equipment shall be at least twenty-five feet (25') from the centerline of UPRR's nearest track.
3. In the event of an unforeseen railroad emergency, UPRR reserves the right to reallocate all or a portion of its labor forces assigned to perform the RAILROAD WORK when UPRR believes such reallocation is necessary to provide for the immediate restoration of railroad operations of UPRR, or its affiliates, or to protect persons or property on or near any UPRR-owned property or any related railroad. UPRR will reassign such labor forces to again perform the RAILROAD WORK when, in its sole, but good faith opinion, such emergency condition no longer exists. UPRR will not be liable for any additional costs or expenses of the PROJECT resulting from any such reallocation of its labor forces. The parties further agree that such reallocation of labor forces by UPRR and any direct, or indirect, results of such reallocation will not constitute a breach of this AGREEMENT by UPRR.
4. STATE's Contractor shall conduct its WORK in a safe and orderly manner and according to the PLANS and specifications. STATE's Contractor shall at no time hinder the safe operation of UPRR facilities, nor shall it allow the UPRR-required insurance to lapse at any time. If any STATE Contractor shall prosecute the PROJECT WORK in a manner that UPRR deems to be hazardous to its property, facilities or the safe and expeditious movement of its traffic, or if the insurance described in the Right of Entry documents shall be canceled during the course of the PROJECT, UPRR shall have the right to stop the WORK within UPRR right of way until the acts or omissions of such STATE Contractor have been fully rectified to the satisfaction of UPRR's Manager – Industry & Public Projects, or additional insurance has been delivered to and accepted by UPRR. Such work stoppage shall

not give rise to, or impose upon UPRR, any liability to STATE. In the event that UPRR shall desire to stop work in UPRR right of way, UPRR agrees to give immediate notice thereof to the STATE's Engineer in an attempt to correct any deficiency.

5. During the construction of the PROJECT STATE's Contractor will not deposit any material, equipment or debris onto UPRR property that, in the opinion of UPRR, would hinder railroad operation or be unsafe to railroad operations. Contractor will not store material within UPRR's right of way. When Contractor personnel and equipment are not working, they shall be at least twenty-five (25) feet from the centerline of the nearest track.
6. All expenses incurred by UPRR and billed to the STATE or Contractor pursuant to Article II, paragraph 3, hereof, shall be in accordance with, and subject to the terms and provisions of 23 CFR 140 Subpart I, as amended or revised. STATE agrees to reimburse costs of all of UPRR's RAILROAD WORK as described in Article II, paragraph 3, hereof, notwithstanding the fact that such work has preceded the date of this AGREEMENT. STATE shall have the right to audit UPRR's costs, including any changes approved by STATE and UPRR.
7. UPRR's Manager - Industry and Public Projects will be given a Notice To Proceed when the Opinion and Order has returned from the Arizona Corporation Commission. The construction of the PROJECT, on UPRR right of way, shall not be commenced until STATE's Contractor shall have given not less than thirty (30) working days' prior written notice to UPRR's Manager - Industry and Public Projects, making reference to UPRR's file number 2593-74, which notice shall state the time that operations for construction of the PROJECT, on UPRR right of way, shall commence.
8. All utility crossings within the limits of the Permanent Easement will be covered by separate agreements between UPRR and each of the owners of the utilities. No highway drainage outfall points will discharge onto UPRR property, except as shown on the approved PLANS.
9. Upon completion of the RAILROAD WORK, STATE will notify UPRR's Manager Public Projects in writing that final invoices must be submitted within 120 days. After completion of the construction of said PROJECT as herein described:
 - a. UPRR will, at its sole cost and expense, maintain, repair, renew, and reconstruct its roadbed, track, and all other railroad facilities;
 - b. STATE will own and, at its sole cost and expense, maintain, repair, renew and reconstruct, the STRUCTURE, lighting, roadway drainage facilities, roadway approaches, and all appurtenances, and shall be responsible for all graffiti removal.
10. That the PROJECT will result in the elimination and permanent closure of the CROSSING upon completion of the PROJECT and that the provisions of 23 CFR 646.210 are applicable. In accordance with 23 CFR 646.210(c), the STATE has estimated UPRR's required five percent (5%) share for the "Theoretical Structure" to be Six Hundred Sixty Eight Thousand One hundred Seventy eight Dollars (\$668,178) as more particularly described in **Exhibit G**. In no event shall UPRR's obligation provided in this Section exceed \$668,178 without the prior written

approval of UPRR's Assistant Vice President Engineer-Design or his authorized representative. During the progress to the PROJECT, if the STATE anticipates other costs that may affect the "Theoretical Structure" estimate, the STATE, as a PROJECT cost, shall prepare another estimate or supplemental estimate and submit it to UPRR for its review and approval. UPRR's contribution as set forth in this Section shall be paid to the STATE within ninety (90) days of UPRR's receipt of (i) billing from the STATE and (ii) a copy from the STATE or the City of Tucson of the Resolution passed and adopted by the City of Tucson that authorizes and directs the permanent closure of the CROSSING upon completion of the PROJECT. STATE shall submit such billing upon substantial completion of the STRUCTURE.

11. STATE shall have the right to maintain the STRUCTURE and connecting roads. If the STATE or its contractor needs to perform any maintenance or repair work that involves the side of the STRUCTURE, or below the STRUCTURE within twenty five (25) feet of any UPRR track, the STATE or its Contractor shall notify UPRR's Manager - Industry & Public Projects to obtain prior authorization. If maintenance or inspection work is contracted to a consultant or Contractor, STATE will require its consultant, or prime Contractor(s), to comply with the obligations in favor of UPRR set forth in the Right of Entry documents issued by UPRR, as may be revised from time to time. Should personnel, or equipment, performing these functions operate within twenty-five (25) feet of the track centerline, or if the equipment has the potential to foul the track, UPRR, at its election, may require flagmen to protect its operations and the safety of the personnel performing the work. The cost of flagging will be borne by the STATE, its consultant or its Contractor, as the case may be.
12. If STATE shall deem it necessary or desirable, in the future, due to traffic conditions or maintenance concerns, to alter or reconstruct the facilities herein contemplated, it may do so, the cost of which shall be paid by STATE. However, STATE, prior to commencing any such alteration or reconstruction work, shall submit revised plans for review and approval to UPRR, and seek the execution of an addendum to this AGREEMENT or the completion of a separate agreement, if further encroachment upon UPRR's right-of-way results.
13. All the covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
14. Nothing contained in this AGREEMENT shall be construed as obligating STATE to undertake the actual construction of the PROJECT until such time as it deems appropriate. In the event that construction of the PROJECT has not begun for a period of three (3) years from the date of UPRR's execution of this AGREEMENT, this AGREEMENT shall become null and void.
15. The acceptance date of this AGREEMENT shall be the day on which the last party executes the AGREEMENT.
16. In the event conditions or circumstances require a change in the scope of UPRR's RAILROAD WORK on the PROJECT, as set forth in this AGREEMENT

and on the PROJECT PLANS, each party shall agree in writing to the changes, including payment responsibilities, prior to performing the work. STATE shall not be responsible for any costs associated with any change in the scope of RAILROAD WORK until STATE approves the change in writing. The proposed schedule for completion of RAILROAD WORK shall be adjusted to accommodate the change in scope and the time necessary for STATE to process the change request.

17. If STATE, due to an audit of UPRR's billing sent to STATE has any audit exceptions, STATE and UPRR shall discuss the audit exceptions and agree upon the amount of billing to STATE that is the subject matter of the audit exceptions. If, when doing such review, it is determined by STATE and UPRR that UPRR is to reimburse STATE for any payment already made by STATE to UPRR, UPRR shall make such reimbursement within ninety (90) days after STATE and UPRR have made such determination. Likewise, if it is determined by STATE and UPRR that STATE needs to make any additional payment to UPRR, STATE shall make such additional payment within ninety (90) days after STATE and UPRR have made such determination. If any audit exception(s) cannot be settled by STATE and UPRR through their discussions, the audit exception(s) shall be settled through compromise, arbitration or adjudication as provided in this AGREEMENT.
18. STATE and UPRR each agree to be liable to the other party for its own acts of negligence and the negligence of its own employees.
19. The parties shall use arbitration after exhausting applicable administrative remedies to resolve disputes arising out of this AGREEMENT where the sole relief sought is monetary damages of \$100,000.00, or less, exclusive of interest and costs, as provided in A.R.S. § 12-1518.
20. When not pre-empted by Federal Law, rules and responsibilities, This AGREEMENT is subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.
21. UPRR shall comply with all applicable provisions of Executive Orders 75-5 and 99-4, "Non-Discrimination in Employment by Government Contractors and Subcontractors".
22. All parties hereby are put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. § 38-511 with the understanding, however, that STATE shall pay to UPRR within ninety (90) days, for all RAILROAD WORK completed, or in progress, up to the time of cancellation and STATE, at its expense, shall restore all UPRR right of way to a condition existing prior to the execution of this AGREEMENT by UPRR.
23. In accordance with A.R.S. § 35-214 for projects involving only STATE funding, all books, accounts, reports, files and other records relating to this AGREEMENT shall be subject at reasonable times to inspection and audit by STATE for five (5) years after the receipt of final payment. If a project is federally funded, as is this PROJECT, the time limit for inspection and audit of UPRR records by STATE shall be three (3) years after the receipt of the final payment. STATE shall notify UPRR on, or before, the advertisement date of the PROJECT as to which form of

funding is utilized. At STATE's discretion said inspection and audit may be held at UPRR's offices in Omaha, Nebraska, during normal business hours. STATE shall conduct its inspection and audit at its expense, including UPRR's audit costs.

24. This AGREEMENT, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this AGREEMENT shall be valid unless it is in writing and signed by both parties.
25. This AGREEMENT shall be governed by the laws of the State of Arizona, unless such laws are otherwise preempted by Federal statutes, rules and/or regulations.
26. The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this AGREEMENT shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.
27. Any notice provided for or concerning this AGREEMENT shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

Union Pacific Railroad Company

Manager – Industry & Public Projects
Union Pacific Railroad Company
631 South 7th Street
Phoenix, AZ 85034

State of Arizona

Arizona Department of Transportation
Utility & Railroad Section
Attn: Manager
205 South 17th Avenue – Mail Drop 618E
Phoenix, Arizona 85007

28. Supporting documentation for reimbursement of RAILROAD WORK shall comply with 23 CFR 140 Subpart I. UPRR's invoice to STATE of actual costs incurred by UPRR under this PROJECT shall include UPRR'S WORK ORDER NUMBER or COST ACCUMULATION NUMBER and STATE's Agreement Number and TRACS Number. UPRR's cover letter to STATE sending any supporting documentation for such billing shall also reference UPRR's WORK ORDER NUMBER or COST ACCUMULATION NUMBER and STATE'S Agreement Number and TRACS Number with the understanding that the supporting documentation papers will not need to reference such numbers.

IN WITNESS WHEREOF, STATE has caused this AGREEMENT to be executed and attested by its duly qualified and authorized officials, and UPRR has executed this AGREEMENT, both as of the day and year first above written.

UNION PACIFIC RAILROAD
COMPANY

By:  _____

Title: James P. Gade
Director-Contracts

Its: _____

Date: 10/6/2010

ARIZONA DEPARTMENT OF
TRANSPORTATION

JOHN HALIKOWSKI, DIRECTOR




Marcel Benberou, Manager
Utility and Railroad Engineering Section

Date 07/13/2010

15/01/2010

10/06/2010
10/06/2010
10/06/2010

6/24/10
6/24/10

APPROVED

Assistant Attorney General
Attorney for Department
of Transportation
Date 6/24/10

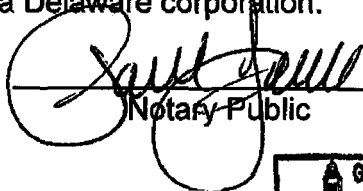
ACKNOWLEDGMENT BY UPRR

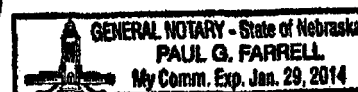
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of October, 20010, by James P. Gade, the Director - Contracts on behalf of Union Pacific Railroad Company, a Delaware corporation.

My Commission Expires:

1/29/2014


Notary Public



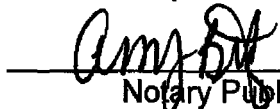
ACKNOWLEDGMENT BY STATE

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 13th day of July, 20010, by Marcel Benberou, the Manager of the Utility & Railroad Engineering Section, Arizona Department of Transportation.

My Commission Expires:

March 24, 2012


Notary Public

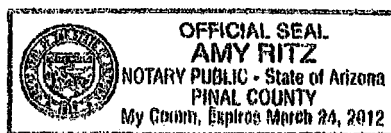


EXHIBIT A

To Railroad Agreement

Cover Sheet for the
Summary of Costs to be Paid by the State



EXHIBIT A
**Summary Of Costs To Be Paid by STATE
Through This
AGREEMENT**

RUTHRAUFF-PRINCE ROAD WIDENING
PRINCE ROAD T.I..
CONSTRUCTION TRACS NUMBER 010 PM 252 H6241 01U
PROJECT # NH-010-D(13)N
NEW OVERPASS AT RAIL MILE 979.59/ DOT # 412 487 A

Preliminary Engineering, Plan Review, Inspection	\$ 15,000
Removal of Existing Crossing and relocate communication line	
Engineering	\$ 5,691
Signal labor	\$ 13,296
Signal Materials	\$ 15,144
Surface Labor	\$ 21,942
Surface Materials	<u>\$ 15,001</u>
Subtotal	\$ 71,074
Highway grant to State of Arizona	
Permanent Fee	\$ 74,083
Temporary Fee	\$ 53,361
Administrative Fee	\$ 1,000
Highway Grant Subtotal	\$128,444

Total Estimated PROJECT Cost (Paid by State to UPRR) \$ 214,518.00

Flagging costs for the structure are a separate cost and shall be invoiced to STATE's Contractor.

Flagging will be billed to the Contractor using UPRR current rates and actual number of flagging days. Currently the flagging rate for a ten (10) hour day is \$1,000.00. STATE estimates that Ninety (90) days of flagging may be needed for the PROJECT. Based on the above, estimated flagging costs are:

90 estimated days of flagging X \$1,000.00/day = \$90,000

EXHIBIT A-1

To Railroad Agreement

Cover Sheet for the
Plan of Work to be Completed by the Railroad



ASSET NO.	9	PROJECT NO.	1 000-0-0106	SHEET NO.	1	OF 1
DATE	010 PM 252					

East Signals & Crossings
To Be Removed By Railroad
Forces
See Note

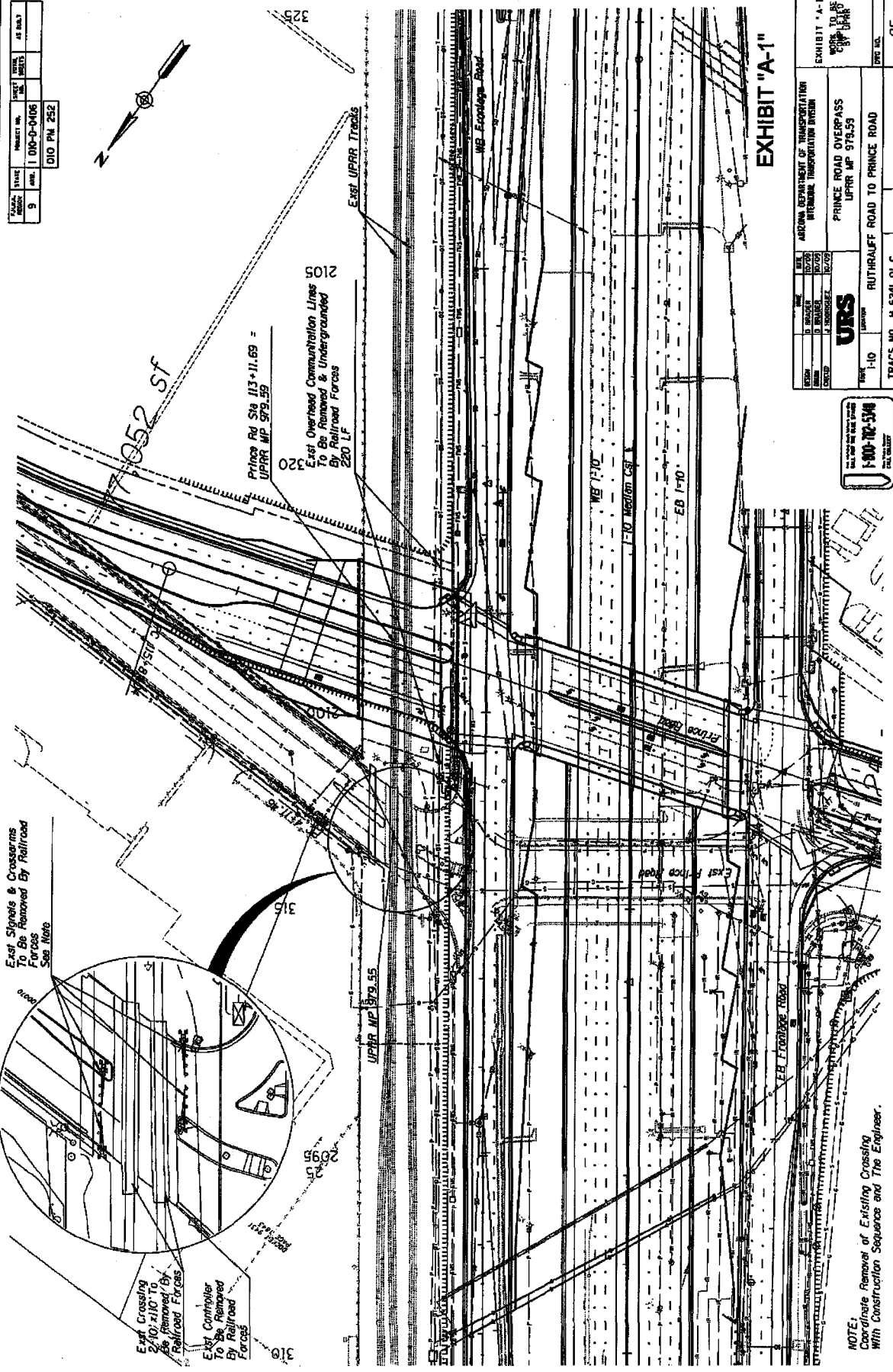
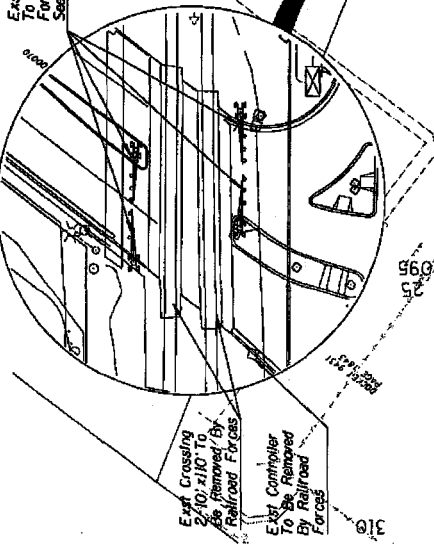


EXHIBIT "A-1"

ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DIVISION			
PRINCE ROAD OVERPASS UPRR MP 979.53			
RUTHRAUFF ROAD TO PRINCE ROAD			
TRACS NO. H 6241 01 C			
OF			



NOTE:
Coordinate Removal of Existing Crossing
With Construction Sequence and The Engineer.

DESIGN FILES: P:\A001\22443181\A001\UPRRNE-001\A-1.DGN
PLOT DATE: 10/16/2009 10:30:34 AM
BY: jason.aherng

EXHIBIT A-2

To Railroad Agreement

Cover Sheet for the
Railroad's Cost Estimates



DATE: 2010-01-12

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-07-13

DESCRIPTION OF WORK:

RECOLLECTIBLE ROAD CLOSURE / GILA SUB / MP 979.56 / PRINCE ROAD
FROM STATE OF ARIZONA, ADOT TO CONSTRUCT NEW OVERPASS.
REMOVE EXISTING (72) TF OF ROAD CROSSING FROM NO 1 AND NO 2 TRACK(S),
REMOVE WARNING DEVICES AND SIGNAL HOUSE, VARIOUS OTHER SIGNAL RELATED
WORK.

PID: 55547 AWO: 57324 MP, SUBDIV: 979.56, GILA
SERVICE UNIT: 16 CITY: PICACHO STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1699		1699		1699
LABOR ADDITIVE 235%			3992		3992		3992
TOTAL ENGINEERING			5691		5691		5691
SIGNAL WORK							
BILL PREP			450		450		450
DISPOSAL				3000	3000		3000
EARTH FILL/ROCK				1500	1500		1500
LABOR ADDITIVE 177.68%			8198		8198		8198
PERSONAL EXPENSES				3900	3900		3900
SIGNAL			4648	2	4650		4650
WZ TRAFFIC CONTROL				1430	1430		1430
TOTAL SIGNAL			13296	9832	23128		23128
TRACK & SURFACE WORK							
LABOR ADDITIVE 235%			15392		15392		15392
RDXING			6550		6550		6550
REMOVE EXISTING APPR.				15000	15000		15000
TOTAL TRACK & SURFACE			21942	15000	36942		36942
LABOR/MATERIAL EXPENSE			40929	24832			
RECOLLECTIBLE/UPRR EXPENSE					65761	0	
ESTIMATED PROJECT COST							65761
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		

RECOLLECTIBLE LESS CREDITS

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

□

DATE: 2010-01-25

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-07-26

DESCRIPTION OF WORK:

RECOLLECTIBLE ROAD CLOSURE / GILA SUB / MP 979.56 / PRINCE ROAD
FROM STATE OF ARIZONA, ADOT TO CONSTRUCT NEW OVERPASS.
REMOVE EXISTING (72) TF OF ROAD CROSSING FROM NO 1 AND NO 2 TRACK(S),
REMOVE WARNING DEVICES AND SIGNAL HOUSE, VARIOUS OTHER SIGNAL RELATED
WORK.

PID: 55547 AWO: 57324 MP, SUBDIV: 979.56, GILA
SERVICE UNIT: 16 CITY: PICACHO STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1699		1699		1699
LABOR ADDITIVE 235%			3992		3992		3992
TOTAL ENGINEERING			5691		5691		5691
SIGNAL WORK							
BILL PREP			450		450		450
DISPOSAL				3000	3000		3000
EARTH FILL/ROCK				1500	1500		1500
LABOR ADDITIVE 177.68%			8198		8198		8198
MOBILIZATION				3000	3000		3000
PERSONAL EXPENSES				3750	3750		3750
SALES TAX				94	94		94
SIGNAL			4648	2370	7018		7018
WZ TRAFFIC CONTROL				1430	1430		1430
TOTAL SIGNAL			13296	15144	28440		28440
TRACK & SURFACE WORK							
ENVIRONMENTAL PERMITS				1	1		1
LABOR ADDITIVE 235%			15392		15392		15392
RDXING			6550		6550		6550
REMOVE EXISTING APPR.				15000	15000		15000
TOTAL TRACK & SURFACE			21942	15001	36943		36943
LABOR/MATERIAL EXPENSE			40929	30145			
RECOLLECTIBLE/UPRR EXPENSE					71074	0	
ESTIMATED PROJECT COST							71074
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

□

EXHIBIT B

To Railroad Agreement

Cover Sheet for the
Easement Drawings

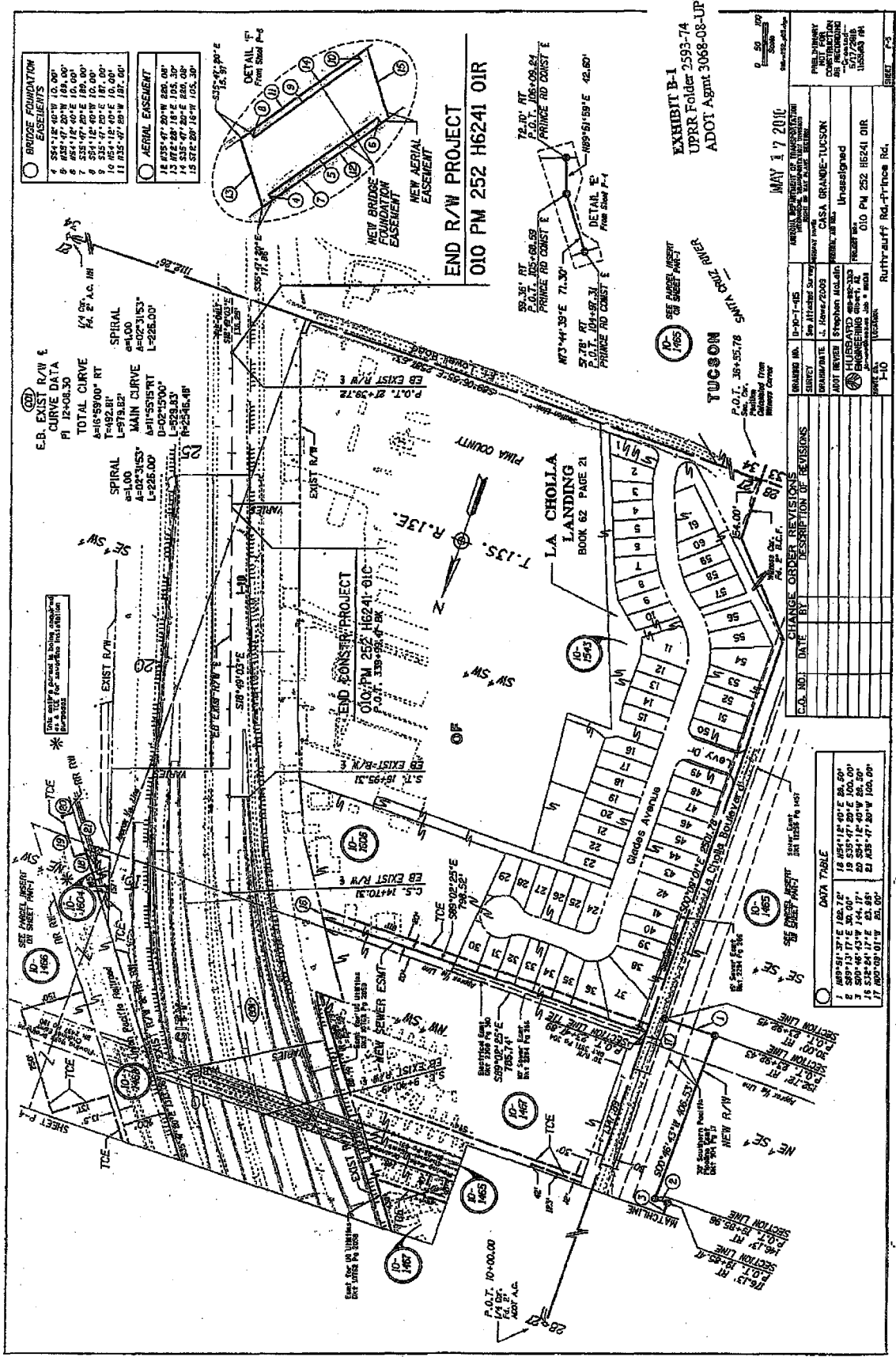


EXHIBIT B-1

To Railroad Agreement

**Cover Sheet for the
Detail of Aerial and Footing Permanent Easement**





BRIDGE FOUNDATION EASEMENTS	
1	524'-12" 00" W 10.00'
2	681'-12" 00" W 10.00'
3	525'-07" 20" E 180.00'
4	524'-12" 00" W 10.00'
5	525'-07" 20" E 180.00'
6	524'-12" 00" W 10.00'
7	525'-07" 20" E 180.00'
8	524'-12" 00" W 10.00'
9	525'-07" 20" E 180.00'
10	524'-12" 00" W 10.00'
11	525'-07" 20" E 180.00'

AERIAL EASEMENT	
12	1075'-07" 00" W 105.00'
13	1075'-07" 00" W 105.00'
14	1075'-07" 00" W 105.00'
15	1075'-07" 00" W 105.00'
16	1075'-07" 00" W 105.00'
17	1075'-07" 00" W 105.00'
18	1075'-07" 00" W 105.00'
19	1075'-07" 00" W 105.00'
20	1075'-07" 00" W 105.00'

END R/W PROJECT
010 PM 252 H6241 OIR

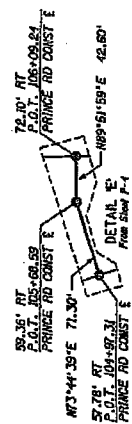


EXHIBIT B-1
UPRR Folder 2593-74
ADOI Agent 3068-08-UPRR

MAY 17 2010

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1	05-17-10	ADP	ADDED NEW BRIDGE FOUNDATION EASEMENT
2	05-17-10	ADP	ADDED NEW AERIAL EASEMENT
3	05-17-10	ADP	ADDED NEW BRIDGE FOUNDATION EASEMENT
4	05-17-10	ADP	ADDED NEW AERIAL EASEMENT
5	05-17-10	ADP	ADDED NEW BRIDGE FOUNDATION EASEMENT
6	05-17-10	ADP	ADDED NEW AERIAL EASEMENT
7	05-17-10	ADP	ADDED NEW BRIDGE FOUNDATION EASEMENT
8	05-17-10	ADP	ADDED NEW AERIAL EASEMENT
9	05-17-10	ADP	ADDED NEW BRIDGE FOUNDATION EASEMENT
10	05-17-10	ADP	ADDED NEW AERIAL EASEMENT

DATA TABLE	
1	18 254'-12" 00" E 80.00'
2	200'-00" 00" W 104.17'
3	200'-00" 00" W 104.17'
4	200'-00" 00" W 104.17'
5	200'-00" 00" W 104.17'
6	200'-00" 00" W 104.17'
7	200'-00" 00" W 104.17'
8	200'-00" 00" W 104.17'
9	200'-00" 00" W 104.17'
10	200'-00" 00" W 104.17'

SEE SHEET 1465
SEE SHEET 1466
SEE SHEET 1467
SEE SHEET 1468
SEE SHEET 1469
SEE SHEET 1470
SEE SHEET 1471
SEE SHEET 1472
SEE SHEET 1473
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SEE SHEET 1491
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SEE SHEET 1493
SEE SHEET 1494
SEE SHEET 1495
SEE SHEET 1496
SEE SHEET 1497
SEE SHEET 1498
SEE SHEET 1499
SEE SHEET 1500

EXHIBIT B-2&3

To Railroad Agreement

**Cover Sheet for the
Detail Tieing in Easements to Section Corners**



PRINCE ROAD CONST E	
1	10.33' LT P.O.T. 114+50.39
2	111.42' LT P.O.T. 114+50.39
3	117.31' LT P.O.T. 114+50.39
4	122.20' LT P.O.T. 114+50.39
5	127.09' LT P.O.T. 114+50.39
6	131.98' LT P.O.T. 114+50.39
7	136.87' LT P.O.T. 114+50.39
8	141.76' LT P.O.T. 114+50.39
9	146.65' LT P.O.T. 114+50.39
10	151.54' LT P.O.T. 114+50.39
11	156.43' LT P.O.T. 114+50.39
12	161.32' LT P.O.T. 114+50.39
13	166.21' LT P.O.T. 114+50.39
14	171.10' LT P.O.T. 114+50.39
15	175.99' LT P.O.T. 114+50.39
16	180.88' LT P.O.T. 114+50.39
17	185.77' LT P.O.T. 114+50.39
18	190.66' LT P.O.T. 114+50.39
19	195.55' LT P.O.T. 114+50.39
20	200.44' LT P.O.T. 114+50.39
21	205.33' LT P.O.T. 114+50.39
22	210.22' LT P.O.T. 114+50.39
23	215.11' LT P.O.T. 114+50.39
24	220.00' LT P.O.T. 114+50.39
25	224.89' LT P.O.T. 114+50.39
26	229.78' LT P.O.T. 114+50.39
27	234.67' LT P.O.T. 114+50.39
28	239.56' LT P.O.T. 114+50.39
29	244.45' LT P.O.T. 114+50.39
30	249.34' LT P.O.T. 114+50.39
31	254.23' LT P.O.T. 114+50.39
32	259.12' LT P.O.T. 114+50.39
33	264.01' LT P.O.T. 114+50.39
34	268.90' LT P.O.T. 114+50.39
35	273.79' LT P.O.T. 114+50.39
36	278.68' LT P.O.T. 114+50.39
37	283.57' LT P.O.T. 114+50.39
38	288.46' LT P.O.T. 114+50.39
39	293.35' LT P.O.T. 114+50.39
40	298.24' LT P.O.T. 114+50.39
41	303.13' LT P.O.T. 114+50.39
42	308.02' LT P.O.T. 114+50.39
43	312.91' LT P.O.T. 114+50.39
44	317.80' LT P.O.T. 114+50.39
45	322.69' LT P.O.T. 114+50.39
46	327.58' LT P.O.T. 114+50.39
47	332.47' LT P.O.T. 114+50.39
48	337.36' LT P.O.T. 114+50.39
49	342.25' LT P.O.T. 114+50.39
50	347.14' LT P.O.T. 114+50.39
51	352.03' LT P.O.T. 114+50.39
52	356.92' LT P.O.T. 114+50.39
53	361.81' LT P.O.T. 114+50.39
54	366.70' LT P.O.T. 114+50.39
55	371.59' LT P.O.T. 114+50.39
56	376.48' LT P.O.T. 114+50.39
57	381.37' LT P.O.T. 114+50.39
58	386.26' LT P.O.T. 114+50.39
59	391.15' LT P.O.T. 114+50.39
60	396.04' LT P.O.T. 114+50.39
61	400.93' LT P.O.T. 114+50.39
62	405.82' LT P.O.T. 114+50.39
63	410.71' LT P.O.T. 114+50.39
64	415.60' LT P.O.T. 114+50.39
65	420.49' LT P.O.T. 114+50.39
66	425.38' LT P.O.T. 114+50.39
67	430.27' LT P.O.T. 114+50.39
68	435.16' LT P.O.T. 114+50.39
69	440.05' LT P.O.T. 114+50.39
70	444.94' LT P.O.T. 114+50.39
71	449.83' LT P.O.T. 114+50.39
72	454.72' LT P.O.T. 114+50.39
73	459.61' LT P.O.T. 114+50.39
74	464.50' LT P.O.T. 114+50.39
75	469.39' LT P.O.T. 114+50.39
76	474.28' LT P.O.T. 114+50.39
77	479.17' LT P.O.T. 114+50.39
78	484.06' LT P.O.T. 114+50.39
79	488.95' LT P.O.T. 114+50.39
80	493.84' LT P.O.T. 114+50.39
81	498.73' LT P.O.T. 114+50.39
82	503.62' LT P.O.T. 114+50.39
83	508.51' LT P.O.T. 114+50.39
84	513.40' LT P.O.T. 114+50.39
85	518.29' LT P.O.T. 114+50.39
86	523.18' LT P.O.T. 114+50.39
87	528.07' LT P.O.T. 114+50.39
88	532.96' LT P.O.T. 114+50.39
89	537.85' LT P.O.T. 114+50.39
90	542.74' LT P.O.T. 114+50.39
91	547.63' LT P.O.T. 114+50.39
92	552.52' LT P.O.T. 114+50.39
93	557.41' LT P.O.T. 114+50.39
94	562.30' LT P.O.T. 114+50.39
95	567.19' LT P.O.T. 114+50.39
96	572.08' LT P.O.T. 114+50.39
97	576.97' LT P.O.T. 114+50.39
98	581.86' LT P.O.T. 114+50.39
99	586.75' LT P.O.T. 114+50.39
100	591.64' LT P.O.T. 114+50.39
101	596.53' LT P.O.T. 114+50.39
102	601.42' LT P.O.T. 114+50.39
103	606.31' LT P.O.T. 114+50.39
104	611.20' LT P.O.T. 114+50.39
105	616.09' LT P.O.T. 114+50.39
106	620.98' LT P.O.T. 114+50.39
107	625.87' LT P.O.T. 114+50.39
108	630.76' LT P.O.T. 114+50.39
109	635.65' LT P.O.T. 114+50.39
110	640.54' LT P.O.T. 114+50.39
111	645.43' LT P.O.T. 114+50.39
112	650.32' LT P.O.T. 114+50.39
113	655.21' LT P.O.T. 114+50.39
114	660.10' LT P.O.T. 114+50.39
115	664.99' LT P.O.T. 114+50.39
116	669.88' LT P.O.T. 114+50.39
117	674.77' LT P.O.T. 114+50.39
118	679.66' LT P.O.T. 114+50.39
119	684.55' LT P.O.T. 114+50.39
120	689.44' LT P.O.T. 114+50.39
121	694.33' LT P.O.T. 114+50.39
122	699.22' LT P.O.T. 114+50.39
123	704.11' LT P.O.T. 114+50.39
124	709.00' LT P.O.T. 114+50.39
125	713.89' LT P.O.T. 114+50.39
126	718.78' LT P.O.T. 114+50.39
127	723.67' LT P.O.T. 114+50.39
128	728.56' LT P.O.T. 114+50.39
129	733.45' LT P.O.T. 114+50.39
130	738.34' LT P.O.T. 114+50.39
131	743.23' LT P.O.T. 114+50.39
132	748.12' LT P.O.T. 114+50.39
133	753.01' LT P.O.T. 114+50.39
134	757.90' LT P.O.T. 114+50.39
135	762.79' LT P.O.T. 114+50.39
136	767.68' LT P.O.T. 114+50.39
137	772.57' LT P.O.T. 114+50.39
138	777.46' LT P.O.T. 114+50.39
139	782.35' LT P.O.T. 114+50.39
140	787.24' LT P.O.T. 114+50.39
141	792.13' LT P.O.T. 114+50.39
142	797.02' LT P.O.T. 114+50.39
143	801.91' LT P.O.T. 114+50.39
144	806.80' LT P.O.T. 114+50.39
145	811.69' LT P.O.T. 114+50.39
146	816.58' LT P.O.T. 114+50.39
147	821.47' LT P.O.T. 114+50.39
148	826.36' LT P.O.T. 114+50.39
149	831.25' LT P.O.T. 114+50.39
150	836.14' LT P.O.T. 114+50.39
151	841.03' LT P.O.T. 114+50.39
152	845.92' LT P.O.T. 114+50.39
153	850.81' LT P.O.T. 114+50.39
154	855.70' LT P.O.T. 114+50.39
155	860.59' LT P.O.T. 114+50.39
156	865.48' LT P.O.T. 114+50.39
157	870.37' LT P.O.T. 114+50.39
158	875.26' LT P.O.T. 114+50.39
159	880.15' LT P.O.T. 114+50.39
160	885.04' LT P.O.T. 114+50.39
161	889.93' LT P.O.T. 114+50.39
162	894.82' LT P.O.T. 114+50.39
163	899.71' LT P.O.T. 114+50.39
164	904.60' LT P.O.T. 114+50.39
165	909.49' LT P.O.T. 114+50.39
166	914.38' LT P.O.T. 114+50.39
167	919.27' LT P.O.T. 114+50.39
168	924.16' LT P.O.T. 114+50.39
169	929.05' LT P.O.T. 114+50.39
170	933.94' LT P.O.T. 114+50.39
171	938.83' LT P.O.T. 114+50.39
172	943.72' LT P.O.T. 114+50.39
173	948.61' LT P.O.T. 114+50.39
174	953.50' LT P.O.T. 114+50.39
175	958.39' LT P.O.T. 114+50.39
176	963.28' LT P.O.T. 114+50.39
177	968.17' LT P.O.T. 114+50.39
178	973.06' LT P.O.T. 114+50.39
179	977.95' LT P.O.T. 114+50.39
180	982.84' LT P.O.T. 114+50.39
181	987.73' LT P.O.T. 114+50.39
182	992.62' LT P.O.T. 114+50.39
183	997.51' LT P.O.T. 114+50.39
184	1002.40' LT P.O.T. 114+50.39
185	1007.29' LT P.O.T. 114+50.39
186	1012.18' LT P.O.T. 114+50.39
187	1017.07' LT P.O.T. 114+50.39
188	1021.96' LT P.O.T. 114+50.39
189	1026.85' LT P.O.T. 114+50.39
190	1031.74' LT P.O.T. 114+50.39
191	1036.63' LT P.O.T. 114+50.39
192	1041.52' LT P.O.T. 114+50.39
193	1046.41' LT P.O.T. 114+50.39
194	1051.30' LT P.O.T. 114+50.39
195	1056.19' LT P.O.T. 114+50.39
196	1061.08' LT P.O.T. 114+50.39
197	1065.97' LT P.O.T. 114+50.39
198	1070.86' LT P.O.T. 114+50.39
199	1075.75' LT P.O.T. 114+50.39
200	1080.64' LT P.O.T. 114+50.39
201	1085.53' LT P.O.T. 114+50.39
202	1090.42' LT P.O.T. 114+50.39
203	1095.31' LT P.O.T. 114+50.39
204	1100.20' LT P.O.T. 114+50.39
205	1105.09' LT P.O.T. 114+50.39
206	1109.98' LT P.O.T. 114+50.39
207	1114.87' LT P.O.T. 114+50.39
208	1119.76' LT P.O.T. 114+50.39
209	1124.65' LT P.O.T. 114+50.39
210	1129.54' LT P.O.T. 114+50.39
211	1134.43' LT P.O.T. 114+50.39
212	1139.32' LT P.O.T. 114+50.39
213	1144.21' LT P.O.T. 114+50.39
214	1149.10' LT P.O.T. 114+50.39
215	1153.99' LT P.O.T. 114+50.39
216	1158.88' LT P.O.T. 114+50.39
217	1163.77' LT P.O.T. 114+50.39
218	1168.66' LT P.O.T. 114+50.39
219	1173.55' LT P.O.T. 114+50.39
220	1178.44' LT P.O.T. 114+50.39
221	1183.33' LT P.O.T. 114+50.39
222	1188.22' LT P.O.T. 114+50.39
223	1193.11' LT P.O.T. 114+50.39
224	1198.00' LT P.O.T. 114+50.39
225	1202.89' LT P.O.T. 114+50.39
226	1207.78' LT P.O.T. 114+50.39
227	1212.67' LT P.O.T. 114+50.39
228	1217.56' LT P.O.T. 114+50.39
229	1222.45' LT P.O.T. 114+50.39
230	1227.34' LT P.O.T. 114+50.39
231	1232.23' LT P.O.T. 114+50.39
232	1237.12' LT P.O.T. 114+50.39
233	1242.01' LT P.O.T. 114+50.39
234	1246.90' LT P.O.T. 114+50.39
235	1251.79' LT P.O.T. 114+50.39
236	1256.68' LT P.O.T. 114+50.39
237	1261.57' LT P.O.T. 114+50.39
238	1266.46' LT P.O.T. 114+50.39
239	1271.35' LT P.O.T. 114+50.39
240	1276.24' LT P.O.T. 114+50.39
241	1281.13' LT P.O.T. 114+50.39
242	1286.02' LT P.O.T. 114+50.39
243	1290.91' LT P.O.T. 114+50.39
244	1295.80' LT P.O.T. 114+50.39
245	1300.69' LT P.O.T. 114+50.39
246	1305.58' LT P.O.T. 114+50.39
247	1310.47' LT P.O.T. 114+50.39
248	1315.36' LT P.O.T. 114+50.39
249	1320.25' LT P.O.T. 114+50.39
250	1325.14' LT P.O.T. 114+50.39
251	1330.03' LT P.O.T. 114+50.39
252	1334.92' LT P.O.T. 114+50.39
253	1339.81' LT P.O.T. 114+50.39
254	1344.70' LT P.O.T. 114+50.39
255	1349.59' LT P.O.T. 114+50.39
256	1354.48' LT P.O.T. 114+50.39
257	1359.37' LT P.O.T. 114+50.39
258	1364.26' LT P.O.T. 114+50.39
259	1369.15' LT P.O.T. 114+50.39
260	1374.04' LT P.O.T. 114+50.39
261	1378.93' LT P.O.T. 114+50.39
262	1383.82' LT P.O.T. 114+50.39
263	1388.71' LT P.O.T. 114+50.39
264	1393.60' LT P.O.T. 114+50.39
265	1398.49' LT P.O.T. 114+50.39
266	1403.38' LT P.O.T. 114+50.39
267	1408.27' LT P.O.T. 114+50.39
268	1413.16' LT P.O.T. 114+50.39
269	1418.05' LT P.O.T. 114+50.39
270	1422.94' LT P.O.T. 114+50.39
271	1427.83' LT P.O.T. 114+50.39
272	1432.72' LT P.O.T. 114+50.39
273	1437.61' LT P.O.T. 114+50.39
274	1442.50' LT P.O.T. 114+50.39
275	1447.39' LT P.O.T. 114+50.39
276	1452.28' LT P.O.T. 114+50.39
277	1457.17' LT P.O.T. 114+50.39
278	1462.06' LT P.O.T. 114+50.39
279	1466.95' LT P.O.T. 114+50.39
280	1471.84' LT P.O.T. 114+50.39
281	1476.73' LT P.O.T. 114+50.39
282	1481.62' LT P.O.T. 114+50.39
283	1486.51' LT P.O.T. 114+50.39
284	1491.40' LT P.O.T. 114+50.39
285	1496.29' LT P.O.T. 114+50.39
286	1501.18' LT P.O.T. 114+50.39
287	1506.07' LT P.O.T. 114+50.39
288	1510.96' LT P.O.T. 114+50.39
289	1515.85' LT P.O.T. 114+50.39
290	1520.74' LT P.O.T. 114+50.39
291	1525.63' LT P.O.T. 114+50.39
292	1530.52' LT P.O.T. 114+50.39
293	1535.41' LT P.O.T. 114+50.39
294	1540.30' LT P.O.T. 114+50.39
295	1545.19' LT P.O.T. 114+50.39
296	1550.08' LT P.O.T. 114+50.39
297	1554.97' LT P.O.T. 114+50.39
298	1559.86' LT P.O.T. 114+50.39
299	1564.75' LT P.O.T. 114+50.39
300	1569.64' LT P.O.T. 114+50.39
301	

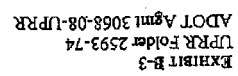


EXHIBIT B-4

To Railroad Agreement

Cover Sheet for the
Temporary Easement for Prince Road



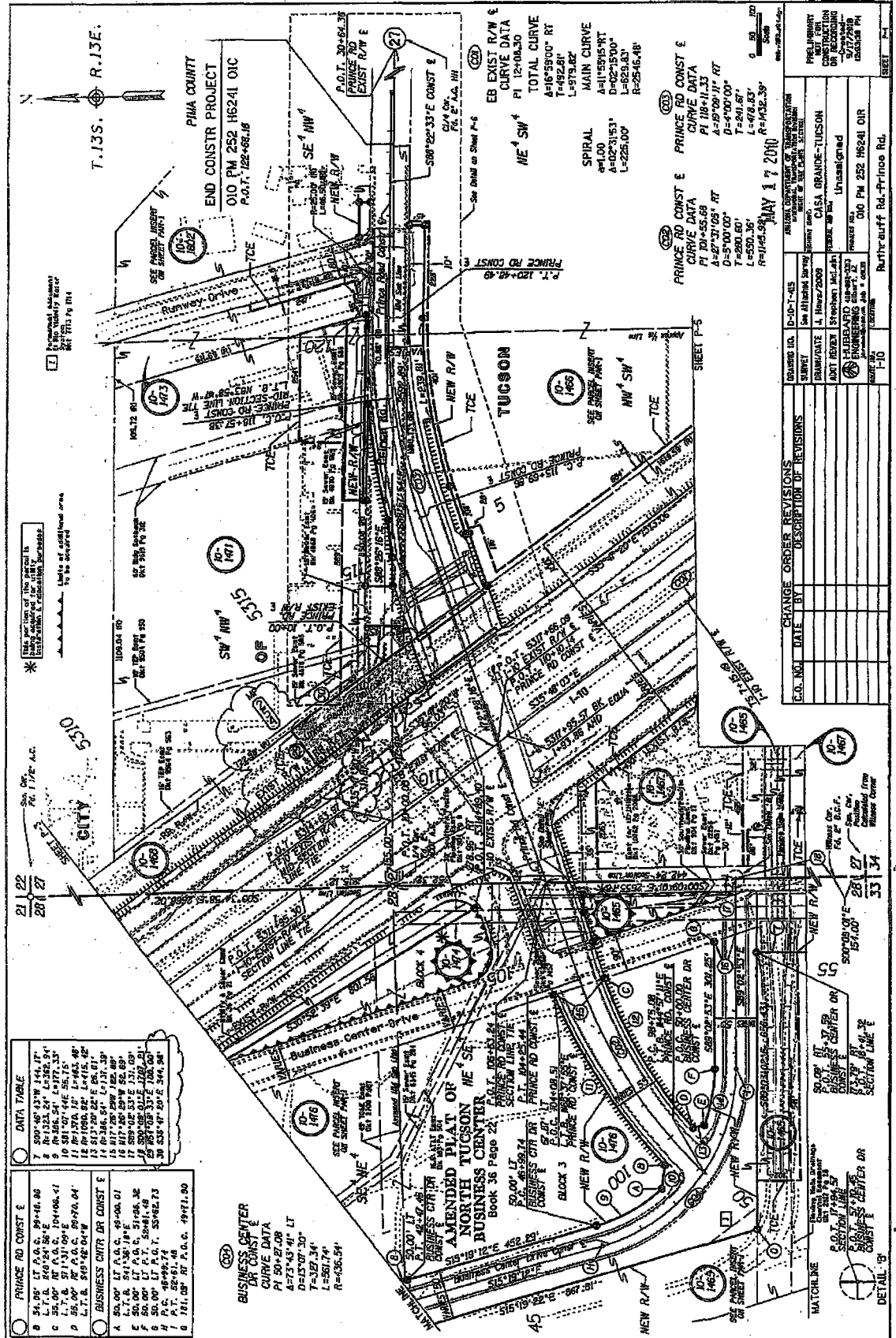


EXHIBIT B-5

To Railroad Agreement

**Cover Sheet for the
Temporary Easement Details for Prince Road and
Sewer Installation**



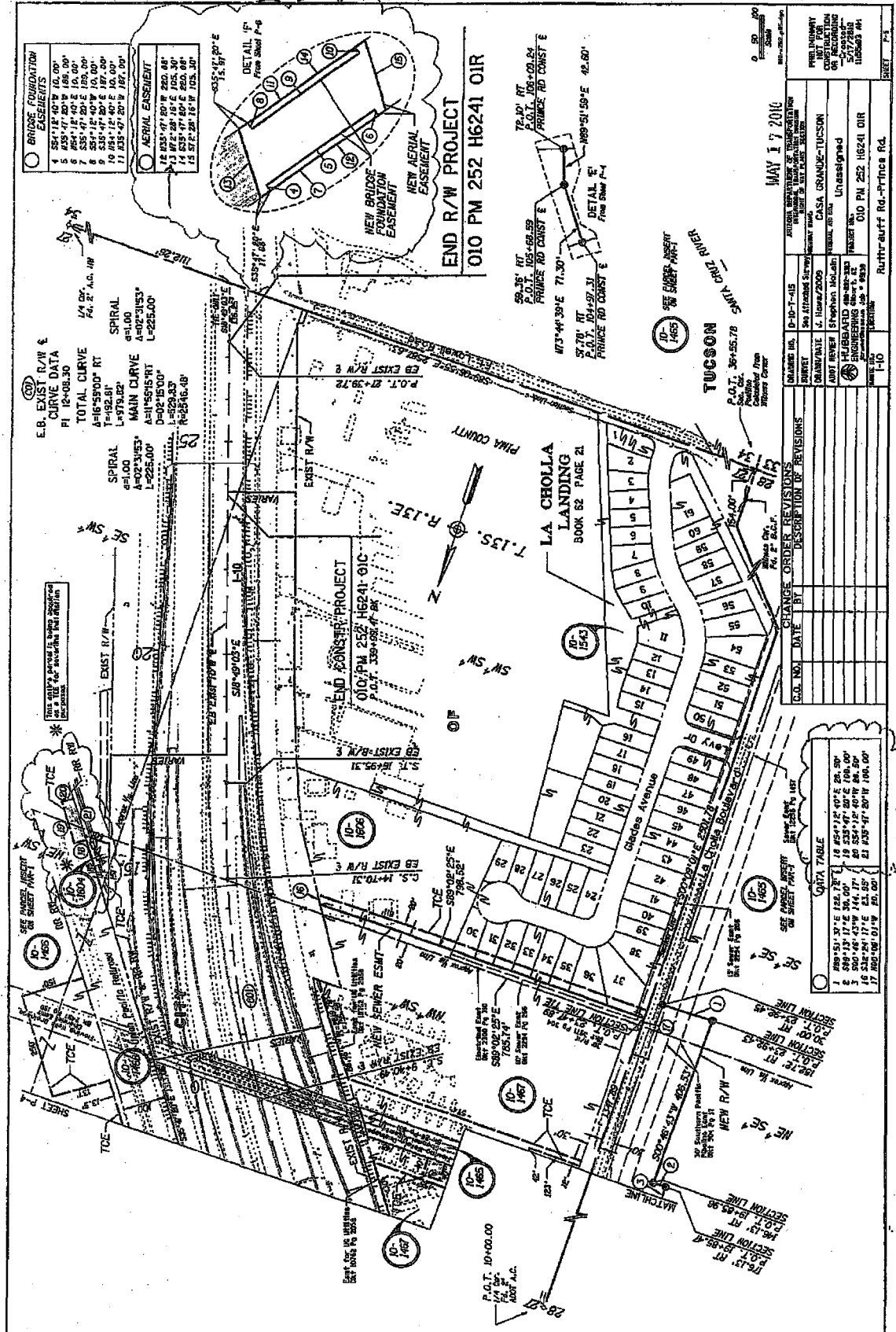


EXHIBIT C

To Railroad Agreement

Cover Sheet for the
Legal Description



EXHIBIT C-1

To Railroad Agreement

Cover Sheet for the
Legal Description for Parcel 1
(Aerial Easement)



DESCRIPTION FOR EASEMENT UNION PACIFIC RAILROAD

Parcel No. 1:

That portion of the Southwest quarter (SW¼) of Section 27, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at a 2 inch Arizona Department of Transportation (ADOT) aluminum cap marking the West quarter corner of said Section 27, being North 88°57'54" West 2592.89 feet from a 2 inch aluminum cap in hand hole marking the Center quarter corner of said Section 27;

thence along the West line of said Section 27 South 00°09'01" East 352.32 feet to the proposed Prince Road Construction centerline;

thence along said proposed Prince Road Construction centerline North 72°28'16" East 705.76 feet;

thence South 17°31'44" East 97.01 feet to the POINT OF BEGINNING on the existing northeasterly Union Pacific Railroad right of way line;

thence along said existing northeasterly Union Pacific Railroad right of way line North 35°47'20" West 220.08 feet;

thence South 72°28'16" West 105.30 feet to the existing southwesterly Union Pacific Railroad right of way line;

thence along said existing southwesterly Union Pacific Railroad right of way line South 35°47'20" East 220.08 feet;

thence North 72°28'16" East 105.30 feet to the POINT OF BEGINNING.

(continued)

} EXHIBIT C-1
UPRR Folder 2593-74
ADOT Agmt 3068-08-UPRR

PROJECT: 010 PM 252 H6241 02R
NH-010-D(013)

LOCATION: Ruthrauff Rd – Prince Rd

PARCEL: 10-1468

sw 05-20-2010

EXHIBIT C-2

To Railroad Agreement

Cover Sheet for the
Legal Description for Parcel 2
(East Footing Easement)



Parcel No. 2:

That portion of the Southwest quarter (SW¼) of Section 27, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at a 2 inch Arizona Department of Transportation (ADOT) aluminum cap marking the West quarter corner of said Section 27, being North 88°57'54" West 2592.89 feet from a 2 inch aluminum cap in hand hole marking the Center quarter corner of said Section 27;

thence along the West line of said Section 27 South 00°09'01" East 352.32 feet to the proposed Prince Road Construction centerline;

thence along said proposed Prince Road Construction centerline North 72°28'16" East 705.76 feet;

thence South 17°31'44" East 97.01 feet to the existing northeasterly Union Pacific Railroad right of way line;

thence along said existing northeasterly Union Pacific Railroad right of way line North 35°47'20" West 17.11 feet to the POINT OF BEGINNING;

thence continuing along said existing northeasterly Union Pacific Railroad right of way line North 35°47'20" West 187.00 feet;

thence South 54°12'10" West 10.00 feet;

thence South 35°47'20" East 187.00 feet;

thence North 54°12'40" East 10.00 feet to the POINT OF BEGINNING.

(continued)

EXHIBIT C-2
UPRR Folder 2593-74
ADOT Agmt 3068-08-UPRR

PROJECT: 010 PM 252 H6241 02R
NH-010-D(013)

LOCATION: Ruthrauff Rd - Prince Rd

PARCEL: 10-1468

sw 05-20-2010

EXHIBIT C-3

To Railroad Agreement

Cover Sheet for the
Legal Description for Parcel 3
(West Footing Easement)



Parcel No. 3:

Commencing at said West quarter corner of Section 27;

thence along said West line of said Section 27 South 00°09'01" East 352.32 feet to the proposed Prince Road Construction centerline;

thence along said proposed Prince Road Construction centerline North 72°28'16" East 705.76 feet;

thence South 17°31'44" East 97.01 feet to said existing northeasterly Union Pacific Railroad right of way line;

thence South 72°28'16" West 105.30 feet to the existing southwesterly Union Pacific Railroad right of way line;

thence along said existing southwesterly Union Pacific Railroad right of way line North 35°47'20" West 13.22 feet to the POINT OF BEGINNING;

thence North 54°12'40" East 10.00 feet;

thence North 35°47'20" West 189.00 feet;

thence South 54°12'40" West 10.00 feet to said southwesterly Union Pacific Railroad right of way line;

thence along said southwesterly Union Pacific Railroad right of way line South 35°47'20" East 189.00 feet to the POINT OF BEGINNING.

EXHIBIT C-3
UPRR Folder 2593-74
ADOT Agmt 3068-08-UPRR

PROJECT: 010 PM 252 H6241 02R
NH-010-D(013)

LOCATION: Ruthrauff Rd – Prince Rd

PARCEL: 10-1468

sw 05-20-2010

EXHIBIT D

To Railroad Agreement

Cover Sheet for the
Form of Highway Grant



EXHIBIT D

After Recording, Return To:

Space Above This Line for County Recorder's Use

ADOT Project No.: 010-D(406)
ADOT Agreement No.: 3068-08-UPRR
Highway: Casa Grande- Tucson Highway (I-10)
Location: I-10 Road milepost 254.33
UPRR Milepost: 979.59 on UPRR's Gila Subdivision

UPRR Folder No.2593-74

HIGHWAY GRANT

THIS INSTRUMENT is made this ____ day of _____, 20____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, a Delaware corporation (the "Grantor") and the STATE OF ARIZONA, acting by and through its Department of Transportation (the "Grantee"):

1. Grantor, for and in consideration of the sum of seventy four thousand, eighty three dollars (\$74,083) and in consideration of the mutual covenants contained herein, hereby grants to Grantee, its successors and assigns, subject to the conditions herein contained, the right to construct, use, maintain, repair, reconstruct and renew a public highway bridge over the portion of Grantor's property and trackage described in **EXHIBIT C**, attached hereto and hereby made a part hereof, with such property hereinafter referred to as the "Property" and being located near Grantor's Milepost 979.59 (DOT Number 412 487 J) on its Gila Subdivision, In the City of Tucson, Pima County, Arizona.

2. This grant is subject to (i) the terms and conditions of the separate agreement between the Grantor and Grantee dated _____, 20____, covering Grantee's Construction Project Number IM-STP-010-D(013)N and (ii) all prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or unrecorded, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

3. This grant is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all the Property in the performance of its duty as a common carrier, and there is reserved unto Grantor, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair, use and operate existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along the Property. Grantor may move equipment of all types on, along and over the grant area.

4. If the Property, or any portion thereof, shall cease to be needed for public highway purposes, then and in that event, the rights herein granted shall, as to such portion(s), thereupon cease and terminate and Grantor, its successors and assigns, shall resume possession thereof of such portion(s) of the Property. In such circumstances, the Grantee, if so requested by Grantor, shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

IN WITNESS WHEREOF, Grantor and Grantee have each duly executed this instrument as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY,

Assistant Secretary

By: _____
Title: _____

(Seal)

Accepted

STATE OF ARIZONA,
DEPARTMENT OF TRANSPORTATION,

By: _____
Title: _____

03/10/49A

INTERESTED PARTIES
NOTIFIED BY MAIL
DATE 03/10/49

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 20____, before me, a Notary
Public in and for said County and State, personally
appeared _____ and _____
who are the _____ and the Assistant Secretary,
respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to in the within instrument, and
acknowledged to me that they executed the same in their authorized capacities, and
that by their signatures on the instrument the persons, or the entity upon behalf of which
the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of the State of Arizona, Department of Transportation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT E

To Railroad Agreement

Cover Sheet for the
Plan and Profile of the Structure

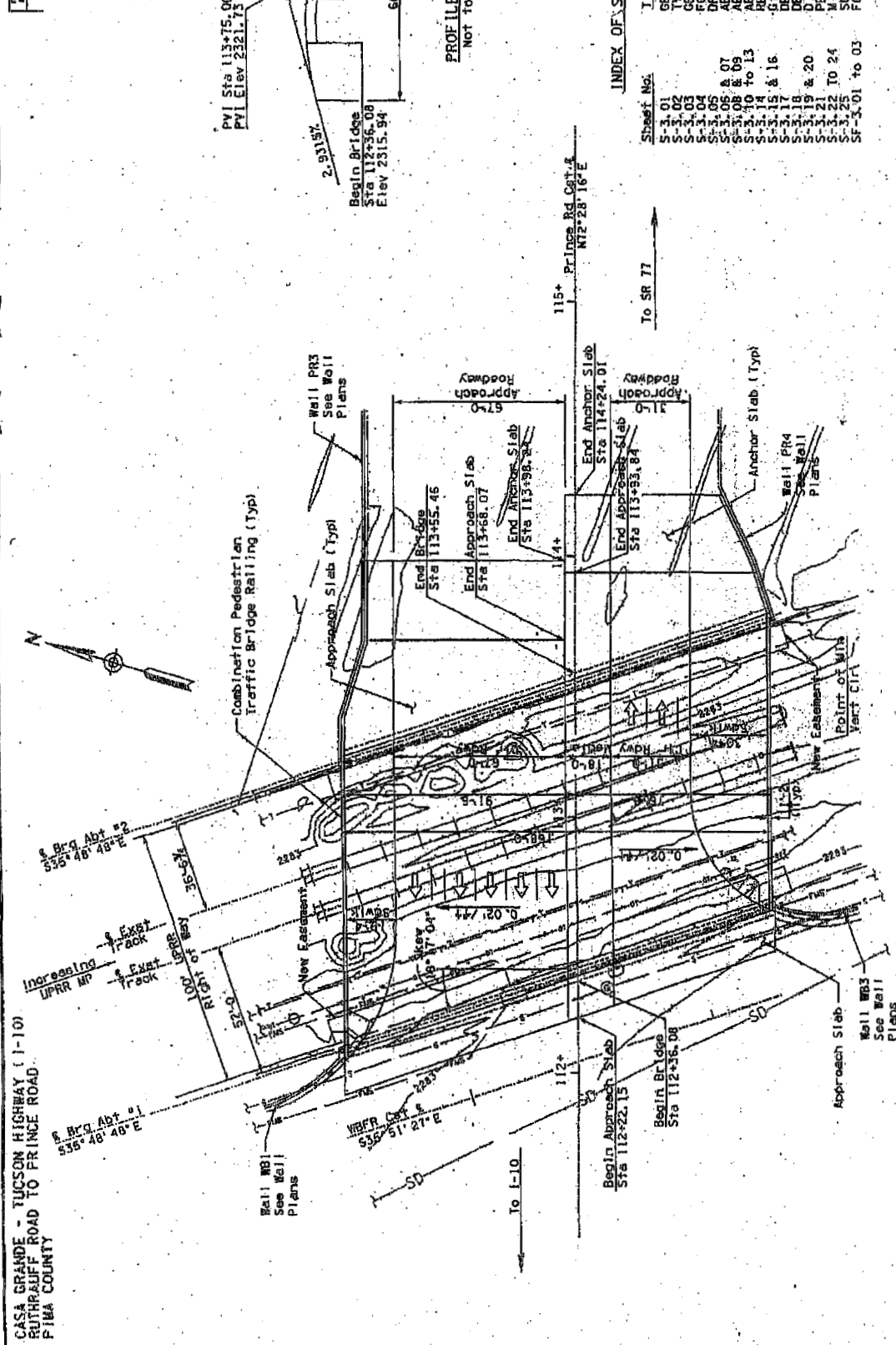


EXHIBIT E-1

Plan View
UPRR Folder 2593-74
ADOT Agmt 3068-08-UPRR

NO.	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	BY
9	12-13-07	2593-74	70	910	

010 PM 252



PROFILE GRADE
Not to Scale

INDEX OF SHEETS

Sheet No.	Title
5-3-01	GENERAL PLAN
5-3-02	GENERAL & LONGITUDINAL SECTIONS
5-3-03	GENERAL NOTES & QUANTITIES
5-3-04	FOUNDATION PLAN
5-3-05	DRILLED SHAFT DETAILS
5-3-06	ABUTMENT #1 PLAN & ELEVATION
5-3-07	ABUTMENT #2 PLAN & ELEVATION
5-3-08	ABUTMENT #3 PLAN & ELEVATION
5-3-09	PIER PLAN & ELEVATION
5-3-10	PIER PLAN & ELEVATION
5-3-11	PIER PLAN & ELEVATION
5-3-12	PIER PLAN & ELEVATION
5-3-13	PIER PLAN & ELEVATION
5-3-14	PIER PLAN & ELEVATION
5-3-15	PIER PLAN & ELEVATION
5-3-16	PIER PLAN & ELEVATION
5-3-17	PIER PLAN & ELEVATION
5-3-18	PIER PLAN & ELEVATION
5-3-19	PIER PLAN & ELEVATION
5-3-20	PIER PLAN & ELEVATION
5-3-21	PIER PLAN & ELEVATION
5-3-22	PIER PLAN & ELEVATION
5-3-23	PIER PLAN & ELEVATION
5-3-24	PIER PLAN & ELEVATION
5-3-25	PIER PLAN & ELEVATION
5-3-26	PIER PLAN & ELEVATION
5-3-27	PIER PLAN & ELEVATION
5-3-28	PIER PLAN & ELEVATION
5-3-29	PIER PLAN & ELEVATION
5-3-30	PIER PLAN & ELEVATION

LOCATION PLAN

Scale 1"=20'
New Single Span Precast Prestressed
ASHTO Type V Modified Concrete Girder Bridge
Contour Interval = 1'
Skew = 18°17'04" Left

DATE	BY	CHKD	APP'D	SCALE	STATION	PROJECT NO.	SHEET NO.	TOTAL SHEETS	BY
12-13-07	252	252	252	252	252	2593-74	70	910	

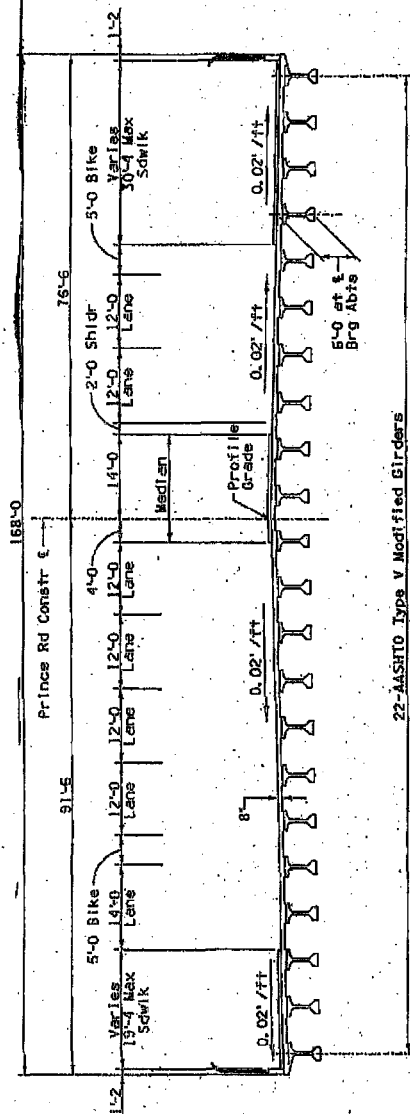


ADOT Agmt 3068-08-UPRR

TABLE NUMBER	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
— 9	APR.	W-510-00-00000	III	910	

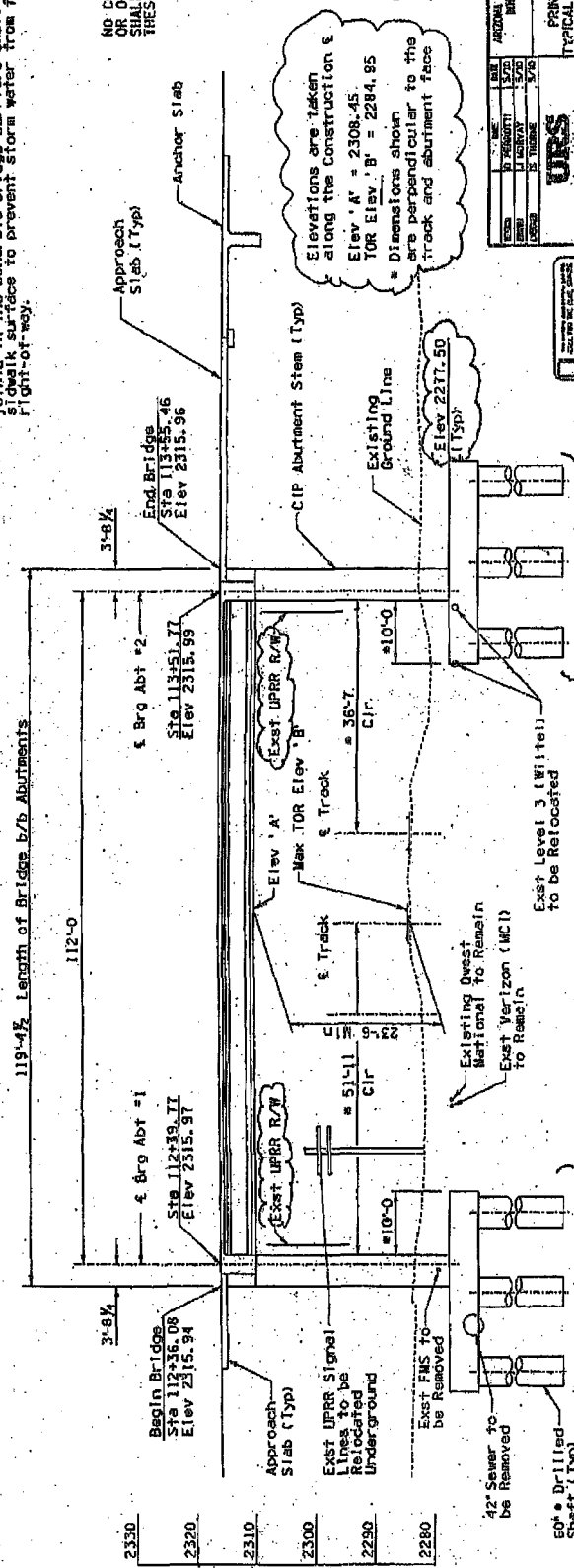
010 PM 252

1. Any shoring system that impacts the Railroad's operation and/or supports the Railroad's temporary shoring, shall comply with the Railroad's shoring specifications.
2. All demolition within the Railroad's right-of-way and/or demolition that impacts the Railroad's operation shall comply with the Railroad's Demolition requirements.
3. Erection over the Railroad track shall be planned such that it enables the tracks to remain open to traffic per Railroad requirements.
4. The elevation of the existing top of rail profile shall be verified before beginning construction. The profile shall be brought to the attention of the Railroad prior to construction.
5. The proposed grade separation project shall not change the quantity and/or characteristics of the flow in the Railroad ditches and/or drainage structures.
6. The contractor must submit a proposed method of erosion and sediment control to the Railroad for approval by the Railroad prior to beginning any grading of the project site.
7. For Railroad coordination refer to the Railroad's Coordination, Requirements as part of the Specifications or Special Provisions of the project.
8. Temporary Construction Clearances, including falsework clearances, shall comply with Figure 1.
9. All permanent clearances shall be verified before project closeout.
10. Railroad review and approval of shoring, erection, demolition, and falsework is required at a minimum of four weeks for the review and approval of each submittal.
11. Railroad requirements do not allow work within 50 feet of track centerline within 25 feet of the track center line and secure all equipment.
12. Drains from the Overhead Structure shall be diverted away from and not connect to the Railroad's right-of-way. Vertical concrete bridge barriers shall begin sufficiently above the sidewalk surface to prevent storm water from falling onto Railroad right-of-way.



222-AASHTO Type V Modified Girders

Scales: $Y_R = 1-0$.



LONGITUDINAL SECTION

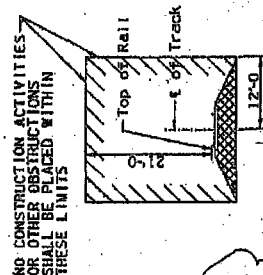


FIGURE 1
MINIMUM CONSTRUCTION
CLEARANCE ENVELOPE
(Normal To Railroad)

DATE 11/10/2011 TIME 11:00 AM BY J. W. WILSON FOR J. W. WILSON	URS 254.34 2896 5241 03C 5241 03C 5241 03C	STATE OF MISSISSIPPI DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROJECT NO. 1000000000000000 CONTRACT NO. 1000000000000000 SECTION NO. 1000000000000000 DRAWING NO. 1000000000000000
---	---	---

EXHIBIT F

To Railroad Agreement

Cover Sheet for the
Print Showing Theoretical Structure



EXHIBIT G

To Railroad Agreement

Cover Sheet for the
Railroad's Cost Share Estimate



EXHIBIT G

Summary of UPRR Cost Sharing Estimate

Ruthrauff- Prince Road Widening

Prince Road TI

Tracs 010 PM 252 H6241 01C

Project 010-D(406)

AAR/DOT # 412 487 A, Rail Mile 979.59 Gila Subdivision

Roadway Misc	\$ 3,010,150
Bridge Structure	\$ 1,408,775
Utility Relocation	\$ 3,477,538
MOT	\$ 394,823
Mobilization	\$ 789,646
Right of Way	<u>\$ 1,872,807</u>
Subtotal	\$10,953,739
Engineering	\$ 766,762
Construction Management	\$ 1,643,601
Total Cost	<u>\$13,363,562</u>
UPRR 5% share	<u>\$ 668,178</u>

EXHIBIT H

To Railroad Agreement

Cover Sheet for the
Railroad's Minimum Construction Requirements



EXHIBIT H

TO PUBLIC ROAD CROSSING OVERPASS/UNDERPASS AGREEMENT

1) MINIMUM CONSTRUCTION REQUIREMENTS

1.01 DESCRIPTION

This project includes construction work within the right-of-way and/or properties of the Union Pacific Railroad Company ("UPRR") and adjacent to its tracks, wire lines and other facilities. This section describes the minimum special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR right-of-way or may impact current or future UPRR operations. The Contractor will coordinate with UPRR while performing the work outlined in this Contract, and shall afford the same cooperation with UPRR as it does with the Agency. All submittals and work shall be completed in accordance with UPRR Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the UPRR Designated Representative.

For purposes of this project, the UPRR Designated Representative shall be the person or persons designated by the UPRR Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 DEFINITION OF AGENCY AND CONTRACTOR

As used in these UPRR requirements, the term "Agency" shall mean the State of Arizona, Department of Transportation.

As used in these UPRR requirements, the term "Contractor" shall mean the contractor or contractor's hired by the Agency to perform any project work on any portion of UPRR's property and shall also include the contractor's subcontractor's and the contractor's and subcontractor's respective officer, agents and employees, and others acting under its or their authority.

1.03 UPRR CONTACTS

The primary UPRR point of contact for this project is:

Aziz Aman
Manager Industry & Public Projects
Union Pacific Railroad
631 South 7th Street
Phoenix, AZ 85034
Phone (480) 415-2364
aaman@up.com

For UPRR flagging services and track work, contact:

Larry Collins
Manager of Track Maintenance
Union Pacific Railroad
1255 south Campbell Ave
Tucson, Arizona 85713
(520) 629-2283 office
(520) 629-2231 fax
lrcollin@up.com

1.04 REQUEST FOR INFORMATION / CLARIFICATION

All Requests for Information ("RFI") involving work within any UPRR right-of-way shall be in accordance with the procedures listed elsewhere in these bid documents. All RFI's shall be submitted to the Engineer of Record. The Engineer of Record will submit the RFI to the UPRR Designated Representative for review and approval for RFI's corresponding to work within the UPRR right-of-way. The Contractor shall allow four (4) weeks for the review and approval process by UPRR.

1.05 PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the Agency and the UPRR.

1.06 UTILITIES AND FIBER OPTICS

All installations shall be constructed in accordance with current AREMA recommendations and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at uprr.com.

1.07 GENERAL

A. Contractor shall perform all its work in compliance with all applicable UPRR and FRA rules and regulations. Contractor shall arrange and conduct its work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of UPRR and the traffic moving on such tracks, or the wires, signals and other property of UPRR, its tenants or licensees, at or in the vicinity of the Work. UPRR shall be reimbursed by Contractor or Agency for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.

B. Construction activities will be permitted within 12 feet of the operational tracks only if absolutely necessary and UPRR's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) must allow the tracks to stay operational.

C. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail.

D. The Contractor is also advised that new railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the UPRR.

1.08 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall be familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined in Paragraph B below.

B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.

C. Work windows for this Contract shall be coordinated with the Agency's and the UPRR's Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the Project.

2. **Absolute Work Window:** An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all UPRR, Public Utilities Commission (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review.**

1.09 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work on or over the property of, or affecting the facilities of, the UPRR, the Contractor shall enter into an agreement with the UPRR in the form of the "Contractor's Right of Entry Agreement", thereof provided by the UPRR. There is a fee for processing of the agreement. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set forth therein to the Agency prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.

B. The Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over UPRR's right-of-way and shall observe UPRR's rules and regulations with respect thereto.

C. All work upon UPRR's right-of-way shall be done at such times and in such manner as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Section 3.18 for railroad flagging requirements.

D. The Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of UPRR, the Contractor shall make such provisions. If

in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the Agency shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the Agency of the order.

1.10 INSURANCE

Contractor shall not begin work upon or over UPRR's right-of-way until UPRR has been furnished the insurance policies, binders, certificates and endorsements required by the "Contractor's Right-of-Entry Agreement" and UPRR's Designated Representative has advised the Agency that such insurance is in accordance with the Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all tools, equipment, and material from UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR.

1.11 RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete the UPRR course "Orientation for Contractor's Safety", and be registered prior to working on UPRR property. This orientation is available at www.contractororientation.com. This course is required to be completed annually.

1.12 COOPERATION

UPRR will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of UPRR's right-of-way in performing the work.

1.13 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

The Contractor shall abide by the following minimum temporary clearances during the course of construction:

- A. 12' - 0" horizontal from centerline of track
- B. 21' - 0" vertically above top of rail.

For construction clearance less than listed above, local Operating Unit review and approval is required.

1.14 APPROVAL OF REDUCED CLEARANCES

A. The minimum track clearances to be maintained by the Contractor during construction are specified in Section 3.07 herein.

B. Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to UPRR's Designated Representative through the Agency at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.

C. No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

1.15

CONSTRUCTION AND AS-BUILT SUBMITTALS

A. Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Agency and the Engineer of Record. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of Arizona.

B. The tables below provide UPRR's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The minimum review times indicated below represent UPRR's requirements only. The Contractor shall allow additional time for the Agency's review time as stated elsewhere in these bid documents.

C. Submittals shall be made by the Agency to the UPRR Manager of Industry and Public Projects unless otherwise directed by the Railroad. Items in Table 1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table 2 shall be submitted for railroad underpass projects only.

0 TABLE 1

	DESCRIPTION	SETS REQD.	UPRR's Minimum Review Time
1	Shoring design and details	4	4 weeks
2	Article II. <u>Falsework design and details</u>	4	4 weeks
3	Drainage design provisions	4	4 weeks
4	Erection diagrams and sequence	4	4 weeks
5	Demolition diagram and sequence	4	4 weeks

Prior to or during construction of railroad underpass structures, the UPRR requires the review of drawings, reports, test data and material data sheets to determine compliance with the specifications. Product information for items noted in Table 2 be submitted to UPRR's Designated Representative through the Agency for their own review and approval of the material. The signed submittal and the Agency's review comments will be reviewed by UPRR or their consultant. If a consultant performs the reviews, the consultant may reply directly to the Agency or its Designated Representative after consultation with UPRR. Review of the submittals will not be conducted until after review by the Agency or its Designated Representative. Review of the submittal items will require a minimum of four (4) weeks after receipt from the Agency.

TABLE 2

ITEM	DESCRIPTION	SETS REQD.	NOTES
1	Shop drawings	4	Steel and Concrete members
2	Article III. <u>Bearings</u>	4	For all structures
3	Concrete Mix Designs	4	For all structures
4	Rebar & Strand certifications	4	For superstructure only
5	28 day concrete strength	4	For superstructure only
6	Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
7	Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
8	Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness
9	Welding Procedures and Welder Certification	4	AWS requirements
10	Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings

Agreement 3068-08-UPRR
UPRR folder #2593-74

11	Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D1557
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D. As-Built Records shall be submitted to the UPRR within 60 days of completion of the structures. These records shall consist of the following items:

Overpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.

Underpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation SE or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.
3. Final approved copies of shop drawings for concrete and steel members.
4. Foundation Construction Reports
5. Compaction testing reports for backfill at abutments

1.16 APPROVAL OF DETAILS

The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the Agency for UPRR's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the Agency's review time as stated elsewhere in these bid documents.

1.17 MAINTENANCE OF RAILROAD FACILITIES

A. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within UPRR's right of way and to repair any other damage to the property of UPRR, or its tenants.

B. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.18 SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

A. In addition to the office reviews of construction submittals, site inspections may be performed by UPRR's Designated Representative at significant points during construction, including the following if applicable:

1. Pre-construction meetings.
2. Pile driving/drilling of caissons or drilled shafts.
3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
4. Erection of precast concrete or steel bridge superstructure.
5. Placement of waterproofing (prior to placing ballast on bridge deck).
6. Completion of the bridge structure.

B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Agency for submittal to UPRR's

Agreement 3068-08-UPRR
UPRR folder #2593-74

Designated Representative for review prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

1.19 UPRR REPRESENTATIVES

A. UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:

B. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

C. For any excavation below elevation of track subgrade if, in the opinion of UPRR's Designated Representative, track or other UPRR facilities may be subject to settlement or movement.

D. During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.

E. During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

F. The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

1.20 WALKWAYS REQUIRED

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while UPRR's flagman service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 8' - 6" horizontally from center line of tangent track or 9' - 6" horizontal from curved track.

1.21 COMMUNICATIONS AND SIGNAL LINES

If required, UPRR will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by UPRR's forces in connection with its operation at expense of the Agency. This work by UPRR will be done by its own forces and it is not a part of the Work under this Contract.

1.22 TRAFFIC CONTROL

Contractor's operations that control traffic across or around UPRR facilities shall be coordinated with and approved by the UPRR's Designated Representative.

1.23 CONSTRUCTION EXCAVATIONS

A. The Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and UPRR "Guidelines for Temporary Shoring".

- B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. central time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will co-ordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.

1.24 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by the "Contractor's Right of Entry Agreement". Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1000.00 per day for a 10 hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the UPRR and are subject to change.

1.25 CLEANING OF RIGHT-OF-WAY

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the right-of-way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the right-of-way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to satisfaction of UPRR.

EXHIBIT I

To Railroad Agreement

Cover Sheet for the
Existing Crossing Removal Notification



ADOPTED BY THE
MAYOR AND COUNCIL

April 27, 2010

ORDINANCE NO. 10779

RELATING TO TRANSPORTATION; AUTHORIZING AND APPROVING THE
ABANDONMENT OF THE PRINCE ROAD RAILROAD CROSSING WITH THE
UNION PACIFIC RAILROAD; AND DECLARING AN EMERGENCY.

WHEREAS, by Annexation Ordinance No. 2014 on March 18, 1960, the
City assumed the rights and obligations of a grade crossing of the Union Pacific
Railroad at Prince Road, depicted on the map attached as Exhibit "A" (the
"Grade Crossing"); and

WHEREAS, the State of Arizona plans to construct a new overpass at
Interstate 10 and Prince Road (the "Project"), eliminating the need for the
Grade Crossing when the Project is completed; and

WHEREAS, plan approval for the Project requires the City's commitment
to abandon the Grade Crossing when the Project is completed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

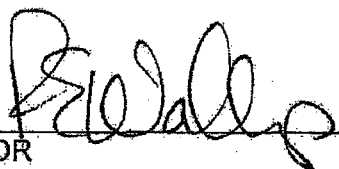
SECTION 1. The Grade Crossing is hereby abandoned, effective and
contingent upon completion of the Project.

SECTION 2. The Mayor is authorized and directed to execute, upon completion of the Project, any and all formal instruments of abandonment and conveyance necessary to effectuate this Ordinance for and on behalf of the City of Tucson and the City Clerk is directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Tucson that this Ordinance become immediately effective, an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.


PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, April 27, 2010.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

DF/mmg
4/7/10

REVIEWED BY:

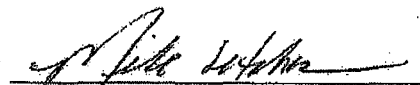
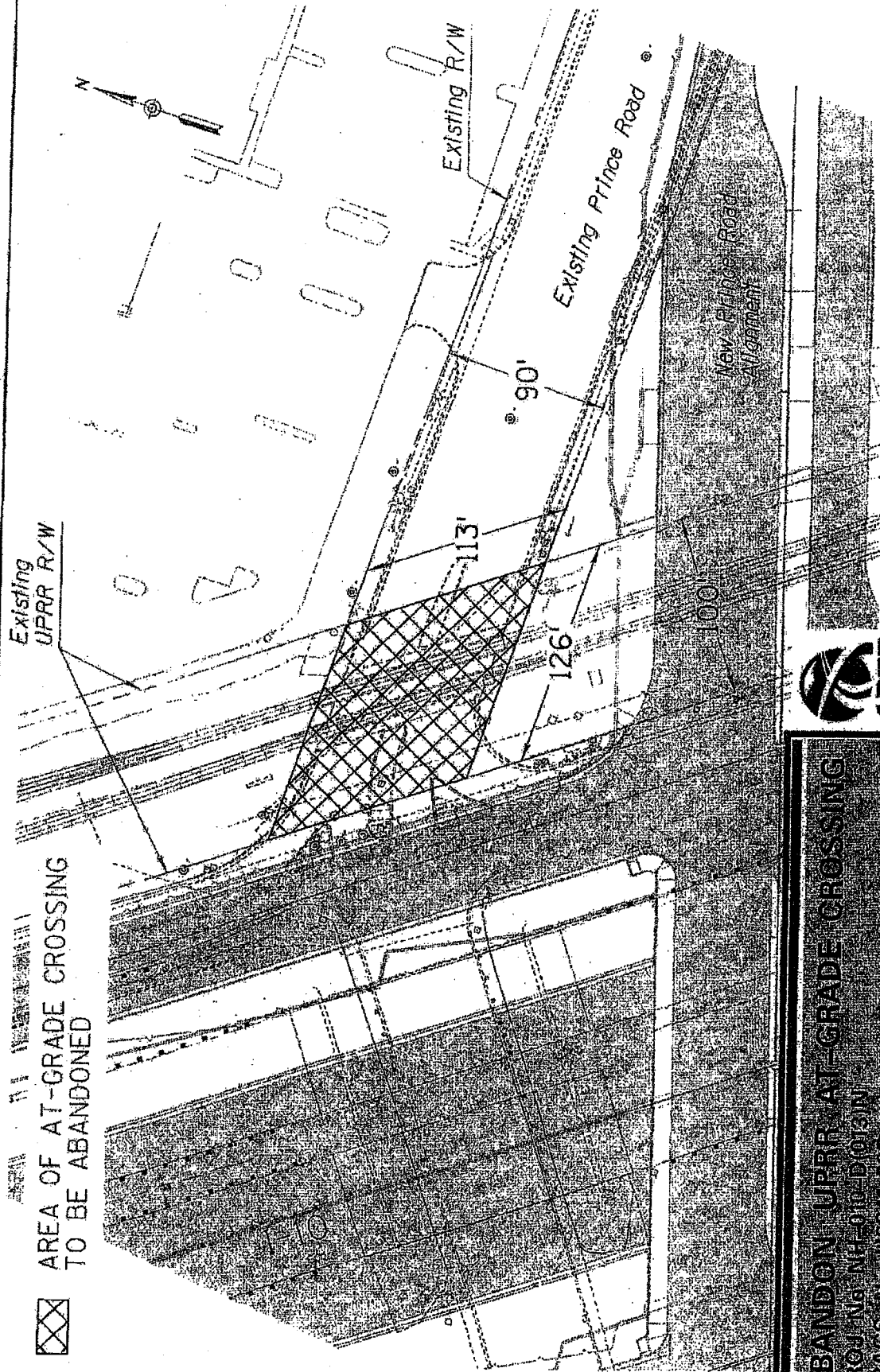

CITY MANAGER

EXHIBIT "A"



ABANDON UPRR AT-GRADE CROSSING
 PROJ. NO. NH-010-D(013)N
 TRACS. NO. H624-13D

EXHIBIT I
 Agreement 3068-08-UPRR
 UP Folder 2593-74

EXHIBIT "A" to Ordinance No. 10779

Certificate of Clerk
• *City of Tucson* •

State of Arizona
County of Pima

} ss

I, Roger W. Randolph, the City Clerk of the City of Tucson, Arizona, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 10779 which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on April 27, 2010, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on April 29, 2010.

Total of 3 pages
(Exhibit included)

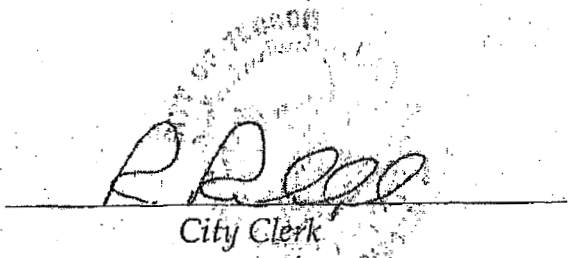

City Clerk

EXHIBIT I
Agreement 3068-08-UPRR
UP Folder 2593-74